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GLOUCESTER, MA

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City of Gloucester

City Council

CITY HALL • GLOUCESTER • MASSACHUSETTS • 01930
Telephone 508-281-9722 Fax 508-281-8472

CITY COUNCIL STANDING COMMITTEE

Planning & Development Committee

Wednesday, December 1, 2010

6:00 p.m.

VENUE: KYROUZ AUDITORIUM – City Hall

AGENDA

(Items may be taken out of Order)

1. *Continued Business:*

- A) COM2010-026: Request from 1907 LLC and Pavilion Mercato LLC re: BirdsEye Mixed Use Overlay District (“BMOD”) Zoning Proposal (Rezoning #2010-003) (Cont’d from 11/17/10)
- B) SCP2010-016: New Way Lane #50, GZO Sec. 5.13 PWSF (Cont’d from 11/17/10)

2. *Application for License of Flammable and Combustible Liquids, Flammable Gases and Solids
Re: 54 Great Republic Drive*

3. *Letter from Attorney Adam J. Costa re: Extension of Special Permit under the Permit Extension Act of 2010 re: 201, 205 and 253 Main Street (a.k.a. Main Street Plaza)*

COMMITTEE

Councilor Joseph Ciolino, Chair
Councilor Robert Whynott, Vice Chair
Councilor Greg Verga

Committee members – Please bring relevant documentation

Back-up and Supporting Documentation all on file at the City Clerk’s Office, City Hall

CC: Mayor Kirk
Jim Duggan
Suzanne Egan
Gregg Cademartori
Fire Chief Phil Dench

CITY CLERK
GLOUCESTER, MA
10 NOV 17 PM 1:21

5.25 MIXED-USE OVERLAY DISTRICT

5.25.1 Purpose

It is the purpose of the Mixed-Use Overlay District (MOD) to encourage the best use of properties within its bounds. The MOD is designed to strengthen the area's existing uses and infrastructure by permitting the development of compatible businesses, residences and other supporting uses consistent with the goals of the City's Community Development Plan, dated August 13, 2001, and its Harbor Plan, dated December 11, 2009. Among the objectives of the MOD are:

- (a) to facilitate development of the MOD with a mix of uses including manufacturing, research and development, retail, office, restaurant and residences;
- (b) to stimulate the general economy of the City by creating jobs and generating real estate revenue;
- (c) to promote the historic assets of the MOD and the natural environment, while improving infrastructure and introducing high quality design and development;
- (d) to create view corridors and public access to the waterfront; and
- (e) to provide a range of housing choices for individuals and households of diverse incomes.

5.25.2 Overlay District

5.25.2.1 Map

The MOD is an overlay district having a land area of approximately three (3) acres +/-, being Assessor's Map 1, Lot 33, Map 1, Lot 22, , as shown on the map entitled "_____" dated _____, 2010, incorporated herein by reference and hereby made a part of the City's official zoning map. A copy of said map is on file with the City Clerk's Office and the Community Development Department.

5.25.2.2 Establishment

The MOD is an overlay district superimposed on the underlying zoning district(s). The underlying zoning shall remain in full force and effect.

5.25.2.3 Applicability

The City Council shall be the special permit granting authority for special permits granted within this district. The special permit shall satisfy the criteria provided herein.

No Building Permit may issue until the requirements in MGL c. 40A, section 9, have been met.

5.25.3 Uses

5.25.3.1 Uses Allowed By Right

Uses allowed by right in the underlying zoning district(s) shall be allowed by right within the MOD.

5.25.3.2 Uses Authorized by Special Permit

In addition to the uses permitted by special permit, the following new uses shall be authorized by Special Permit by the City Council:

- (a) Marine-Related Educational Facility;
- (b) Commercial Recreation, Indoor;
- (c) Hotel, Motel or Motor Inn,
- (d) Residences, provided the same shall not be located in the Basement or on the Ground Floor(s) of any building(s);
- (e) Conversion to or new multi-family or apartment dwelling;
- (f) Medical Center; and
- (g) in addition to the accessory uses authorized by Section 2.2 of this Ordinance, structured parking shall be permitted as accessory use.

5.25.3.3 Requirements for Residential Uses

- (a) Covenant: Where Residences are permitted in the MOD, the occupants of the same, by accepting occupancy therein, acknowledge the industrial nature of the surrounding area and the conditions thereof, including but not limited to noise, dirt, odors, fumes and traffic, to the extent that the same are permitted by law, and shall be required to sign and record a covenant to that effect.
- (b) Affordability: The provisions of section 5.11, "Inclusionary Housing Requirements" shall apply to all Residences.

5.25.3.4 Prohibited Uses

Any use not specifically allowed within the MOD or pursuant to the underlying zoning is prohibited.

5.25.4 **Dimensional Requirements**

5.25.4.1 Dimensional Table

All applications for a special permit submitted pursuant to this overlay district shall be reviewed as a major project pursuant to Section 5.7 of this ordinance. All applications shall also be reviewed under the site plan review criteria set forth in section 5.8 of this ordinance. All structures permitted under this overlay district shall conform to the dimensional requirements as set forth in Sections 3.2 of this ordinance. The dimensional requirements for CB shall be applicable, except for the reconstruction of preexisting buildings may be reconstructed to the same form as previously existed. Provided the new structure is within the same footprint or conforms to the dimensional requirements, whichever is greater, twenty five percent of the structure may have the same building height not to exceed 76 feet, unless otherwise permitted by the special permit granting authority.

5.25.4.2 Building Height: Limitations

Notwithstanding the above, the Special Permit Granting Authority may grant a Special Permit to increase the height in excess of the maximum building height allowed. Said permit shall contain such conditions as is necessary, and shall only be granted upon a written determination that such increase in allowable height is consistent with the purposes of this section and will not be substantially more detrimental to the neighborhood because of obstruction of views, overshadowing of other properties, impairment of utilities or other adverse impacts.

5.25.5 **Off-Street Parking and Loading Requirements**

5.25.5.1 Off-Street Parking Requirements

Any Project shall comply with the minimum parking requirements of Section 4.1 of this Ordinance. Required parking need only be provided within 400 feet of the entrance to the building(s) being served, even if located on a separate lot.

5.25.5.2 Off-Street Loading Requirements

Any Project shall comply with the minimum loading requirements of Section 4.2 of this Ordinance.

5.25.6 Design Criteria

5.25.6.1 Buildings

All building(s) proposed shall be reviewed under the site plan review criteria as set forth in section 5.8 of this ordinance.

5.25.6.2 Contents

An application for a Special Permit shall include a plan with the information required by Section 1.5.3(c) of this Ordinance, being the submittal requirements for "CCS" Special Permits. Review of an application for a Special Permit shall comply with the procedural provisions of Section 1.5 of this Ordinance as applicable to special permits, including the requirements of notice and a public hearing and the deadlines for the same and for issuance of a decision thereon.

5.25.7 Lowland Requirements Applicability

Any application hereunder shall conform to the requirements of Section 5.5 of the GZO as applicable.

**APPLICATION to the Gloucester City Council For a Special Permit and Dimensional Variance
to allow the construction of
A Wireless Communications Facility**

T-Mobile Northeast LLC,
A wholly owned subsidiary of T-Mobile USA, Inc.
15 Commerce Way, Suite B
Norton, MA 02766
Applicant

**Property Location:
50 New Way Lane
Map 221/Lot 46**

Prepared by: Jackie Slaga, Esq
95 Indian Trail
Saunderstown, RI 02874
401-855-0824

October 2010

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For a Special Permit and Dimensional Variance
To allow a
Wireless Communication Facility

T-Mobile Northeast LLC,
A wholly owned subsidiary of T-Mobile USA, Inc.
15 Commerce Way, Suite B
Norton, MA 02776
Applicant

Property Location:
50 New Way Lane
Map221 / Lot 46

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CITY OF GLOUCESTER

GLOUCESTER, MASSACHUSETTS - 01930

City of Gloucester
Special Council Permit - ApplicationCITY CLERK
GLOUCESTER, MA

10 OCT 28 PM 12:09

January 3, 2010
(Public hearing to be held no
later than above date)

In conformance with the requirements of the Zoning Ordinance of the City of Gloucester, the undersigned hereby applies for a Special Council Permit (CC or CCS) in accordance with Section 1.8.3 of the Ordinance and other Sections as listed below:

Type of Permit (Give specific section of Zoning Ordinance) special permit and dimensional variance pursuant to 5.13 - Personal Wireless Service Facility to all collocation of Applicants wireless communications facility on existing tower

Applicant's Name: T-Mobile Northeast, LLC

Owner's Name Barletta, Pasquale
(if different from applicant)

Location 50 New Way Lane Map # 221 Lot # 46
(Street Address)

Zoning Classification: R-30

- Attached is a list of owners (with complete addresses) of land directly opposite on any public or private street or way, direct abutters, and abutters to the abutters of land within three hundred (300) feet of the property line, as they appear on the most recent City of Gloucester Assessor's Maps and Tax list.
- Attached is a listing of criteria set forth in Section 1.8.3 of the Zoning Ordinance, including any supportive material or comments the applicant may wish to include (i.e. ZBA decisions, Order of Conditions, ect.) if necessary.
- Attached are the necessary plans as set forth in Section of 1.5.3 of the Zoning Ordinance, which at a minimum consist of an accurate plot plan (to scale) showing existing and/or proposed building or structures.

City of Gloucester - Action

Fee: 350.00
 City Clerk (received): 10/28/2010
 City Council (received): 11/9/10
 Public Hearing (ordered) _____
 Public Hearing (opened) _____
 Public Hearing (closed) _____
 Final Decision _____
 Disposition _____
 (Approved, Denied, Approved w/conditions)

Applicant:

Name (Signature) Jackie Slaga for Applicant95 Indian TrailAddress Saunderstown, RI 02874401-855-0824

Telephone

Certified for completeness
Building Inspector: [Signature] Date: 10/21/10

Planning Director: [Signature] Date: 10/21/10

Section 1.8.3 - (Use additional sheets, if necessary)

1. Social, Economic, or community needs served by the proposal:

The proposed facility will enhance both wireless service and E-911 service to the area.

2. Traffic flow and safety :

Once constructed the proposed facility will only generate 1-2 vehicle trips monthly for maintenance.

3. Adequacy of utilities and other public services :

There are adequate utilities at the site for the proposed facility.

4. Neighborhood character and social structure :

As the proposal is to collocate on an existing tower, and as the site has been designed to be visually identical to the existing facility, the design coupled with the sites remote location and significant tree canopy will significantly minimize the visual impacts to both the site and the surrounding area

5. Qualities of the natural environment :

For the reasons stated in number 4 the proposed facility will not impact the natural environment in this area.

6. Potential fiscal impact:

The proposed facility will add tax revenue without adding any burden to city services.

The applicant is advised that City staff is available to assist the applicant in preparing the application, including the Inspector of Buildings and City Planner.

Application For Special Permit

The undersigned applicant hereby applies for a special permit under M.G.G., Ch. 40A, § 9 as follows.

1. Applicant (includes equitable owner or purchaser on a purchase and sales agreement):

Name: T-Mobile Northeast, LLC

Address: 15 Commerce Way, Suite B Norton, MA 02766

Tel. #: Days 401-855-0824 Evenings 401-855-0824

Check here if you are the purchaser on a purchase and sales agreement.
Applicant is a lessee on the property.

2. Owner, if other than applicant:

Name: Barletta, Pasquale

Address: 35 Trask Street

Tel. #: Days _____ Evenings _____

3. Property:

Street address: 50 New Way Lane

Assessor's map: 221 Lot: 46

Registry of deeds where deed, plan, or both records:

Essex

Deed recording: Book 15750 Page 321

Plan recording: Plan # _____

Property is location in the R-30 zoning district.

4. Nature of relief requested:

Special permit pursuant to Article/Section 5.13 of the
Zoning Ordinance/By-Law which authorizes The City Council to permit
by special permit and dimensional variance construction of a
wireless communications facility pursuant to Section 5.13.

Detailed explanation of request:

Applicant is seeking a special permit and dimensional variance pursuant to
Section 5.13 (personal wireless service facility) of the City's Ordinance
to allow collocation of Applicants wireless communications facility
on top of an existing 68-foot wireless communications tower--Section 5.13
allows collocation on existing towers provided there is no increase in
height, therefore Applicant is seeking variance to allow a 10 foot increase
in height. See attached detailed legal brief and findings of fact.

5. Evidence to support grant of special permit:

Because of reasons set forth below, the special permit requested will be in harmony with the intent and purpose of the Zoning Ordinance/By-Law:

The proposed facility is in harmony with the intent and purpose of the
Ordinance. Two major goals of the ordinance is to minimize tower
proliferation through shared use of towers or structures and to
minimize visual impacts through proper design and siting. This proposal
is consistent with both, as we are proposing to locate on an existing
tower and have designed our facility consistent with the existing facility,
the proposed installation at this location will have minimal impact to
both the site and the area.

Because of reasons set forth below, the special permit requested will meet the additional requirements of the Zoning Ordinance/By-Law as follows:

Please see attached legal brief and findings of fact-outlining
the sites compliance with the requirements of the Ordinance.

If someone other than owner or equitable owner (purchaser on a purchase and sales agreement) is the Applicant or will represent the Applicant, owner or equitable owner must designate such representative below.

Name of Representative: Jackie Slaga

Address of Representative: 95 Indian Trail

Tel. #: Days 401-855-0824 Evenings 401-855-0824

Relationship of representative to owner or equitable owner:

Zoning Manager

I hereby authorize Jackie Slaga to represent my interests before the

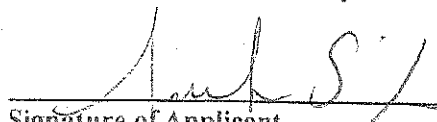
Special Permit Granting Authority with respect to this Special Permit Application.

(Signed by owner/equitable owner)

Shayana Cordova

Shayana Cordova, Project Manager
T-Mobile Northeast LLC


I hereby certify under the pains and penalties of perjury that the information contained in this Application is true and complete.

 10-19-10

Signature of Applicant Date
Jackie Slaga for Applicant

see attached letter of authorization

Signature of Owner, if other Date
than Applicant

 10/25/10

Signature of Equitable Owner Date
Who is filing Application to
satisfy condition of
Purchase and sales agreement

*Jacqueline Slaga
Attorney at Law
95 Indian Trail
Saunderstown, RI 02874
401-855-0824*

Gloucester City Council
City Hall
9 Dale Avenue
Gloucester, MA 01930

RE: Application for a Special Permit and Dimensional Variance to allow the construction of a Wireless Communications Facility on an existing Monopole
Location: 50 New Way Lane
Map 221/ Lot 46 (the "Property")
Applicant: T-Mobile Northeast LLC,
A wholly owned subsidiary of T-Mobile USA, Inc (the "Applicant")

Dear Honorable Members of the Gloucester City Council:

I represent the Applicant in connection with an application for a special permit and dimensional variance from the City of Gloucester City Council. The Applicant seeks to install, operate and maintain a wireless communications facility including the construction of an 8-foot extension atop an existing 68-foot monopole to allow the Applicant to flush mount 3 antennas at 73-feet (centerline of antennas) to a proposed 10 foot extension of the existing tower, all associated cables will run inside the existing monopole and all associated equipment will be located within the existing fenced compound at the base. The Property is located in the Residence R-30 zoning district. The use of the Property for the proposed wireless communications facility is permitted by special permit from the City Council pursuant to Section 5.13(Personal Wireless Service Facility). Because the Applicant is proposing to mount its' antennas above the height of the existing tower a Dimensional Variance is required as well pursuant to Section 5.13.3.3 d (Dimensional Requirements, Preexisting Structures) of The City of Gloucester's Zoning Ordinance to allow collocation on an existing wireless facility in excess of the City's height restrictions for wireless communication facilities, which limits the height of collocation on existing towers to the height of the existing tower. Because the existing height is low the Applicant requires a 10-foot extension of the existing tower in order to provide the required coverage to the area. The property provides a unique opportunity – given the location of the parcel relative to the Applicant's coverage objective, the existing of a wireless communications tower and size and remoteness of the lot – to allow the Applicant to install a structure- mounted wireless communications facility that will result in minimal adverse impacts to both the site and the surrounding area. The Applicant's proposal has been designed to be consistent with the character of the existing structure and facility and will therefore have a minimal visual impact to the site and surrounding area and satisfies the requirements for a Special Permit and Dimensional Variance.

The Applicant seeks to install, operate, and maintain a wireless communications facility, including the construction of a 10-foot extension atop of an existing 68-foot monopole to allow the Applicant to flush mount 3 antennas at 73-feet (centerline of antennas) for an overall of 78-feet, resulting in a 10-foot increase in height, all associated cables will run inside the existing monopole and all associated equipment will be located within the existing fenced compound at the base. The Applicant's Facility is shown on the plans attached hereto, and incorporated herein by reference (the "Plans"). The proposed facility has been designed to be visually identical to the existing facility, therefore given the design of the facility, the remoteness of the site and the significant tree canopy surrounding the site, the

proposed installation will have a negligible impact to both the site and the area as evidenced by the photographic sims (the "Photos") provided with this application.

I. Background

The Applicant is licensed by the Federal Communications Commission ("FCC") to construct and operate a PCS network in various markets throughout the country, including the City of Gloucester. A copy of the Applicant's FCC license is attached hereto. The Applicant is in the process of designing and constructing a telecommunications system to serve all of the Commonwealth of Massachusetts. One of the key design objectives of its system is to provide seamless coverage without gaps or dead spots. Such a system requires a grid of radio transmitting and receiving links located approximately .5 to 2 miles apart, depending on the location of existing and proposed installations in the surrounding area as well as the existing topography. The radio transmitting and receiving facilities operate on a line-of-sight basis requiring a clear path from the facility to the user on the ground. This dynamic requires the antennas to be located above the tree line, and in a location where the signal is not obstructed or degraded by other buildings or by topographical features such as hills.

II. RF Coverage Determination

The Applicant has performed a study of radio frequency coverage for the City of Gloucester and from the Property, the results of which are shown on the coverage maps submitted herewith. The Applicant has determined that a facility located on the Property will provide adequate coverage to the targeted sections of the City of Gloucester and the immediately surrounding area if the Applicant's antennas are located at the requested height of 73-feet (Centerline of the antennas) as depicted on the Plans. In connection herewith, the Applicant has submitted a radio frequency coverage map, which shows its current coverage and the gap in coverage that the proposed site will fill, and a radio frequency coverage map showing the anticipated coverage from the proposed site, demonstrating how the proposed site will fill the gap in coverage. The proposed Facility is required to fill in gaps in coverage along Routes 128 and 133, two heavily travelled roads in this area as well as the surrounding community. Radio Frequency plots have been submitted with this application that demonstrate the existing hole in the network coverage in this area as well as a plot map that demonstrates how the proposed facility will fill in this gap and provide seamless and reliable coverage not only to the Highways identified but also to the surrounding area. The proposed site will also work in conjunction with existing and proposed sites in the area in order to provide seamless and reliable service to the residents and visitors of this area.

III. The Facility

As shown on the Plans, the Applicant's proposed Facility will include the construction of an 8-foot extension atop an existing 68-foot monopole to allow the Applicant to flush mount 3 antennas at 73-feet (centerline of antennas), all associated cables will run inside the existing monopole and all associated equipment will be located within the existing fenced compound at the base. The proposed facility will exceed the height of the existing tower by 8-feet for an overall height of 76-feet. The proposed facility will be visually identical in size and scale to the existing facility, as evidenced by the Photos submitted with this application. The antennas will be connected to the equipment cabinets by coaxial cable running inside of the existing monopole. Equipment cabinets will be located at the base of the tower inside the existing fenced compound. Based on the design of the facility, the remoteness of the site and the significant tree canopy that surrounds the site, the proposed facility will have minimal impact to both the site and the area.

Per FCC mandate, enhanced emergency (E911) service is required to meet nationwide standards for wireless communications systems. To comply with this federal standard, the Applicant will also

install one (1) Global Positioning System (GPS) antenna and one (1) E911 GSM antenna. Both the GPS antenna and the E911 antennas will be mounted on the ice bridge at the base of the tower inside the fenced compound. Because the facility has been designed to be visually identical in scale and design with existing conditions, once constructed the entire facility will have a negligible visible impact to the site and the area as evidenced by the Photos submitted with this application.

After installation, the Facility will be unmanned and will only require bi-weekly visits by maintenance personnel who will inspect the Facility to ensure it remains in good working order. The only utilities required to operate this Facility are standard 120-volt electrical power as well as telephone service. A structural has been performed on this structure and it has been determined to be structurally sufficient with minor modifications to accommodate the loading of the proposed installation, a stamped structural has been submitted with this application. The Facility will comply with all applicable local, state and federal safety rules and regulations.

IV. Legal Arguments and Findings of Fact for a Special Permit

The Applicant's Proposal Satisfies the Criteria for the Grant of a Special Permit for a Wireless Communications Facility as Set Forth in Section 8.9 of the Ordinance.

The Applicant's proposed Facility complies with the requirements for the grant of a special permit and dimensional variance for a wireless communications facility as follows (**Ordinance in bold**):

Section 1.4.2 – City Council

Special permits shall be granted by the City Council only if such (Council) makes determination that the proposed use will not have adverse effects which overbalance its beneficial effects on either the neighborhood or the City, in view of the particular characteristics of the site and the proposal in relation to the site. The determination shall cite considerations of each of the following:

1. Social, economic, or community needs served by the proposal
2. Traffic flow and safety
3. Adequacy of utilities and other public services
4. Neighborhood character and social structure
5. Qualities of the natural environment
6. Potential fiscal impact

The benefits of the proposed facility significantly outweigh any perceived adverse impacts. The proposed facility is proposed to be located on top of an existing wireless communications tower on a large, remote parcel significantly screened by dense vegetation. The proposed installation will include an 10-foot extension atop an existing 68-foot tower, to allow the Applicant to flush-mount three (3) antennas to the 10-foot extension, said installation to be visually identical to the existing facility in both design and scale. All associated cables will run inside the tower and all associated equipment will be located inside the existing fenced area. Based on the design of the proposed facility, the remoteness of the site and the significant tree canopy that surrounds the site, once constructed the site will have minimal visual impact to both the site and area. Once constructed the facility will only generate 1 to 2 visits monthly for maintenance and will therefore not impact area traffic. Adequate utilities already exist at the site for the proposed collocation. The proposed installation at this site is not incompatible with the existing character and social structure of the site or the area. By collocating on the existing tower, the Applicant is avoiding the necessity of building a new tower in this area, which is more consistent with the neighborhood character and environmental quality of the area. Further, the proposed facility will benefit the residents and visitors of this area by providing enhance wireless communication service and E-911

service to the area. . Wireless use is booming in the United States. More than 80% of all Americans now subscribe to cell phone service. People of all ages rely increasingly on their cell phones to talk, text, send photos, search the Internet and more. In 2006, cell phones became the predominant way Americans communicate by phone, to keep up with this demand both wireless carriers and local governments have to keep pace with network development in order to ensure that reliable service can be delivered. Additionally, the proposed facility will enhance E-911 availability and effectiveness. Today, roughly half the 911 calls are made from a cell phone; wireless communication has become vital to public safety. In order for E911 to work effectively in an area there needs to be enough facilities throughout a community to ensure that a distressed caller's phone will have adequate signal and are sufficient to provide emergency responders with the best ability to pinpoint the location of a distressed caller.

5.13.3.1 Use Regulations: A wireless service facility shall require a building permit in all cases and may be permitted as follows:

- a) A personal wireless service facility may locate on any existing guyed tower, lattice tower, monopole, electric utility transmission tower, fire tower or water tower, provided that the installation of the new facility does not increase the height of the existing structure except as provided in Section 5.13.3.39(e). Such installations shall require a special permit

The proposal is to collocate atop an existing 68-foot monopole, due to the height of the pole relative to the significant surrounding tree canopy the Applicant is proposing to exceed the top of the monopole by 10-feet; as such we have submitted an application for both a special use permit and a dimensional variance. The antennas will be flush-mounted to a proposed 10-foot extension and will be designed to be visually identical to the existing facility, all cables will be run inside the pole, and all equipment will be located inside the existing fenced compound; once the facility is constructed the proposed addition will have a minimal visual impact to the site and area.

- b) Not applicable as we are not proposing a roof-mounted or ground-mounted facility
- c) Not applicable as the proposed site not located within any of the identified Wireless Overlay districts.

5.13.3.2.a This section is not applicable as the Applicant is proposing to collocate on an existing wireless communications facility and is not proposing the construction of a new tower. Absent our ability to install on the proposed site, the Applicant would have to develop a new tower in the area to meet its coverage objective as there are no other structures of sufficient height in the area that would meet the Applicant's coverage objective

5.13.3.2.b This section is not applicable as the Applicant is proposing to collocate on an existing wireless communications facility and is not proposing the construction of a new tower. The site has been designed to be visually identical to the existing facility. The antennas will be mounted to the top of the tower and will be visually identical in scale and design to the existing pole, all cables will run inside and all equipment will be located inside existing fenced area, once constructed the site will have a negligible impact over existing conditions as evidenced by the photo simulations provided with this application.

5.13.3.2.c A copy of the Applicants FCC license has been submitted with this application.

5.13.3.2.d This section is not applicable as the Applicant is not proposing any repeaters.

5.13.3.3 Dimensional Requirements. Wireless service facilities shall comply with the following requirements:

a) **Height, general.** Regardless of the type of mount, wireless service facilities shall be no higher than 10 feet above the average height of buildings within 300 feet of the proposed facility. In addition, the height of a wireless service facility shall not exceed by more than 10 feet the height limitations of the zoning district in which the facility is proposed to be located, unless the facility is completely camouflaged such as within a flagpole, steeple, chimney, or similar structure. Wireless service facilities may locate on a building that is legally nonconforming with respect to height, provided that the facilities do not project above the existing building height.

The existing tower is 68-feet AGL and the proposed facility will extend 10- feet above the structure height for an overall height of 78 feet. The height is required in order to meet the Applicant's coverage objective in this area; therefore the Applicant seeks a dimensional variance from this standard.

b) **Height, ground-mounted wireless service facility.** *This section is not applicable as we are proposing to locate our facility on an existing wireless communications facility. Absent our ability to use the proposed location, the Applicant would pursue the construction of a new tower in this area as there are no other existing structures in the targeted coverage area that would satisfy the Applicant's coverage objective.*

c) **Height, Side- and Roof –mounted Facilities.** *This section is not applicable as we are not proposing to locate our facility on an existing building.*

d) **Height, Existing Structures.** New antennas located on any of the following structures existing on the effective date of this Ordinance shall be exempt from the height restrictions of this Ordinance provided that there is no increase in height of the existing structure as a result of the installation or a personal wireless service facility: water towers, guyed towers, lattice towers and monopoles.

The applicant is pleased to have identified an existing wireless communications monopole upon which to locate its facility. Due to the existing height of the structure (68-feet) and the height of existing trees in the area, the Applicant is proposing to locate its facilities on top of the pole for an overall height of 78-feet; accordingly the Applicant is requesting a dimensional variance from this restriction.

e) **Height, Preexistent Structures (Utility).** *This section is not applicable as we are not proposing to locate our facility on an existing utility structure.*

f) **Height, Personal Wireless Service Facility Overlay Districts:** *This section is not applicable. The proposed site is not located within a designated overlay district.*

g) **Setbacks.** All personal wireless service facilities and their equipment shelters shall comply with the building setback provisions of the zoning district in which the facility is located.

The proposed facility does comply with the front, rear and side yard setbacks of the R-30 zoning district. Additionally, all associated equipment will be located inside the existing fenced area; therefore existing setbacks for the facility will not be altered.

1) **This section is not applicable as the Applicant is not proposing the construction of a new ground-mounted facility**

- 2) In the event that a preexistent structure is proposed as a mount for a wireless service facility, the setback provisions of the zoning district shall apply. In the case of the preexistent non-conforming structures, wireless service facilities and their equipment shelters shall not increase any non-conformity.

As stated above the proposed facility is to be located on an existing tower, with associated equipment located at the base inside the existing fenced area, as such existing setbacks are not altered by this proposal. The proposed facility does comply with all other district setback requirements.

- H) **Flexibility:** This section is not applicable as we are not proposing a new ground-mounted tower.

5.13.3.4 Personal Wireless Service Facility Overlay District.

This section is not applicable as the site is not located within one of the four defined areas.

5.13.3.4 Special Permit Regulations

All personal wireless service facilities shall comply with the Performance Standards set forth in this section.

5.13.4.1 Design Standards

- a) **Tiering:** *The Applicant is pleased to have identified an existing wireless communications structure upon which to locate, consistent with the City's policy to utilize existing structures wherever possible in order to avoid unnecessary tower proliferation and minimize visual impacts.*
- b) **Visibility/Camouflage or Concealment.** Personal Wireless Service Facilities shall be camouflaged or concealed as follows:
 - 1) **Camouflage or Concealment by Existing Building or structures:**
 - A) When a wireless service facility extends above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind preexistent architectural features to limit its visibility from public ways. Facilities mounted on a roof shall be stepped back from the front façade in order to limit their impact on the building's silhouette.
 - B) Wireless service facilities which are side-mounted shall blend with the preexistent buildings architecture and if over 5 square feet, shall be shielded with material which is consistent with the design features and materials of the building.
 - 2) **Camouflaged by Vegetation.** If wireless service facilities are not camouflaged from public viewing areas by existing buildings or structures, they shall be surrounded by buffers of dense tree growth and under story vegetation in all directions to create an effective year-round visual buffer. Ground-mounted wireless service facilities shall provide a vegetated buffer of sufficient height and depth to effectively screen the facility. Trees and vegetation may be existing on

the subject property or installed as part of the proposed facility or a combination of both. The City Council (SPGA) shall determine the types of trees and plant materials and depth of the needed buffer based on site conditions.

The Applicant complies with the applicable requirements. The proposed facility has been designed to be visually identical to the existing facility, in both design and scale. Up to three (3) antennas will be flush-mounted to an 10-foot extension mounted to the top of the existing tower; the facility has been designed to be visually identical to the existing facility. All cables will run inside the tower and all equipment will be located inside the existing fenced compound located at the base. Further the site is located in a remote area surrounded by dense vegetation, once constructed the site will have minimal impact on both the site and the character of the surrounding area.

3) Color

- 1) Wireless service facilities, which are side-mounted on buildings shall be painted or constructed of materials to match the color of the building material directly behind them.**
- 2) To the extent that any wireless service facilities extend above the height of the vegetation immediately surrounding it, they must be painted with neutral colors that are harmonious with and blend with the background, such as the sky or wooded terrain.**

The proposed facility complies with this section as the proposed facility has been design to be visually identical in scale and design to the existing facility. Three antennas will be flush-mounted to a 10-foot extension; the antenna installation will be visually identical in scale and design to the existing facility at this site. All cables will run inside the tower, so that once constructed the site will have a minimal impact on both the site and the character of the surrounding area.

c) Equipment Shelters

- 1) Equipment shelters must be located in underground vaults; or**
- 2) designed consistent with traditional materials, colors and design of the area; or**
- 3) camouflaged behind an effective year-round landscape buffer equal to the height of the proposed building, and/or wooden fence acceptable to the permitting authority.**

The Applicant is not proposing a shelter. Equipment cabinets will be located at the base of the existing tower inside the existing fenced compound.

d) Lighting and signage

- 1) Wireless service facilities shall be lit only if required by the Federal Aviation Administration (FAA). Lighting of equipment structures and any other facilities on site shall be shielded from abutting properties. There shall be total cutoff of all light at the property lines of the parcel to be developed, and foot-candle measurements at the property line shall be 0/0 initial foot-candles when measured at grade.**

The proposed facility will not be lit.

- 2) Signs shall be limited to those needed to identify the property and the owner and warn of any danger. All signs shall comply with the requirements of the City's sign regulations.**

The Applicant will comply with this requirement. There will be no external signs posted at this site, other than those required to provide emergency contact information.

e) Historic Buildings and Districts

- 1) Any wireless service facilities located on or within a historic structure shall not alter the character-defining features, distinctive construction methods, or original historic materials of the building.**
- 2) Any alteration made to a historic structure to accommodate a wireless service facility shall be fully reversible**
- 3) Wireless service facilities within an historic district shall be concealed within or behind existing architectural features, or shall be located so that they are not visible from public roads and viewing areas within the district.**

This section is not applicable as we are not locating on a historic structure or within a historic district. Nevertheless, our proposed facility has been designed to be consistent with the existing tower, given the design of the facility and the remote location of the site, the proposed installation will not create a visual impact on the above referenced resources.

f) Scenic Landscapes and Vistas

- 1) No new ground-mounted personal wireless service facilities shall be located within areas contained in the Visual Overlay District on file in the City of Gloucester Department of Community Development.**
- 2) Roof-mounted, side-mounted, camouflaged or otherwise concealed personal wireless service facilities may be subject to the Special Permit process and will be permitted within the areas shown on the Visual Overlay District Map, provided they meet the standards of this Ordinance.**

This section does not apply. The proposed facility will be mounted on an existing tower, outside the Visual Overlay District. Nevertheless, our proposed facility has been designed to be consistent with the existing tower, given the design of the facility and the remote location of the site, the proposed installation will not create a visual impact on the above referenced resources.

- g) All ground mounted wireless service facilities shall be surrounded by a security barrier and shall be protected against unauthorized climbing or other access by the public.**

The proposed facility complies with this section. The entire facility will be contained inside the existing fenced compound.

5.13.4.2 Environmental Standards

- a) Wireless service facilities shall not be located in wetlands. Locating of wireless facilities in wetland buffer areas shall be avoided whenever possible and disturbance to wetland buffer areas shall be minimized.**

This section is not applicable. The proposed facility will not impact any wetlands.

- b) No hazardous waste shall be discharged on the site of any personal wireless service facility. If any hazardous materials are to be used on site, there shall be provisions for full containment of such materials. An enclosed containment area shall be provided with a sealed floor, designed to contain at least 110% of the volume of the hazardous materials stored or used on site. Applicant must comply with all federal, state, and local regulations governing hazardous materials.**

There will be no discharge of pollutants or hazardous wastes from the Facility. The Facility will comply with all applicable federal, state and local standards.

- c) Storm water runoff as a result of the wireless facility shall be contained on site**

The proposed facility will not alter storm water run off on site.

- d) Environmental Standards Noise:**

- 1) Ground mounted equipment for wireless service facilities shall not generate acoustic noise in excess of 50 dB at ground level at the property line.**

The equipment does comply with this standard.

- 5) Roof-mounted equipment for wireless service facilities shall not generate acoustic noise in excess of 50dB at ground level at the base of the building closest to the antenna.**

This section is not applicable as we are not collocating on a roof.

5.13.4.3 Health Standards

- 1) Radiofrequency Radiation (RFR) Standards. All equipment proposed for a wireless service facility shall be authorized per the FCC Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation (FCC Guidelines). The FCC guidelines were published on August 1, 1996. The FCC had extended the implementation date of the FCC Guidelines from January 1, 1997 to October 15, 1997.**

The proposed Facility will comply with all federal, state and local regulations including radio frequency emission regulations as set forth in Section 704 of the TCA.

5) Application Procedures and requirements

- a) Applications for all necessary relief have been submitted.
- b) The Applicant has submitted all required documents, including:
 - 1) All necessary contact information has been provided as well as all necessary authorizations to file the subject applications.
 - 2) Scaled zoning drawings prepared by a professional engineer in the Commonwealth of Massachusetts that indicate the subject property including the name of the nearest roads as well as the assessor map, parcel number and zoning designation of the subject parcel as well as all other required and relevant information. The Applicant has submitted a locus map showing the subject property and all properties within 300 feet.

- 3) Zoning drawings have been submitted with all the necessary information for the review of this project.
- 4) The Applicant has submitted before and after photo renderings of the proposed facility
- 5) The Applicant has provided an affidavit relative to the ambient noise of the equipment to be installed at the site.
- 6) The Applicant has submitted the Required Radiation (RFR) Filing Requirements for this site. The applicant will comply with any reasonable post integration reporting as may be required. The Department of Health no longer has a process for reviewing or approving these facilities
- 7) The applicant will comply with all Federal Environmental Filing Requirements.
- 8) The applicant respectfully requests waivers of those provisions that are specific to ground mounted facilities.
- 9) The Applicant understands that future modifications to increase the facility will require a new Application
- 10) The Applicant will comply with any reasonable monitoring and maintenance requirements.
- 11) The Applicant will comply with all requirements for removal if facility is abandoned or discontinued

V. Legal Arguments and Findings of Fact for in Support of a Dimensional Variance

1. Literal enforcement of the Zoning Ordinance would involve a substantial hardship, financial or other, to the Applicant.

The intent of the Telecommunications Act of 1996 (the TCA) enacted by the U.S. Congress was to institute a framework to promote competition and innovation within the telecommunications industry. Under its license from the FCC, the Applicant is obligated to provide a reliable "product" (i.e. wireless communications service) to the population in the greater Boston region, which includes the City of Gloucester. Likewise, consumer expectations for increasingly robust and reliable service requires competing service providers (such as the Applicant's, operating under the brand name T-Mobile) to identify and remedy existing gaps in reliable network coverage, or gaps that result from increasing subscriber voice and data traffic beyond the limits of existing network infrastructure. A carrier's failure to remedy network gaps in a timely fashion can result in a significant loss of subscribers to competing telecommunications carriers. As demonstrated in the Affidavit of Radio Frequency Expert and Service Coverage Maps provided by the Applicant and attached hereto, the proposed WCF and corresponding relief requested are necessary to remedy a gap in reliable service coverage within the Applicant's existing network infrastructure.

Given the location of the significant gap in coverage, and the location of the proposed site, both depicted on the coverage maps submitted herewith, the proposed wireless communications services cannot be provided without requiring this minor waiver of the Ordinance. The existing tower is only 68-feet in height, this coupled with the sites remote location and dense vegetation that surrounds the site, require the Applicant to seek a dimensional variance for the additional height. The next available height on the tower would be at 55-feet above ground and this elevation is not sufficient to clear the significant tree canopy in and around the area and thus would not work to provide the required coverage to the area. Without the requested relief the Applicant would be unable to provide service to its customers in this area of the City. The existence of a major gap in service does constitute a hardship, both financial and in terms of the applicants ability to conduct it's lawful and federally licensed use within this area of the City. Additionally, the applicant would be at a competitive disadvantage with other carriers already providing service in this area.

Wireless carriers need to operate at above ground elevations that are typically higher than what exists in an area or is otherwise allowed by zoning. It is only as a last resort that wireless carriers proceed to develop new tower sites to meet their coverage objective in an area. First and foremost carriers strive to identify existing tall structures such as this wireless communications tower in order to avoid construction of new structures and still meet their coverage objective. The height and location of the subject tower makes this a unique site for the proposed installation. Without the proposed wireless facility at this site, the Applicant will be unable to provide adequate coverage to its customers in this area and will be at a competitive disadvantage with the carriers located here. For all of the above denial would amount to a substantial hardship.

The height restriction limiting wireless service facilities, regardless of the type of mount to ten feet above tallest height of buildings within 300 feet or 10 feet above district height limits or limiting the use of existing wireless communication facilities to height of structure are all requirements that would render many existing structures not viable. Wireless carriers, such as the Applicant, are trying to utilize existing structures to provide coverage to otherwise residential areas, where the construction of new towers is generally not viable due to both zoning and leasing constraints. Because of the constraints of building new towers in areas like this, the inability to utilize existing structures would result in a significant hardship to the Applicant who would be unable to fill the coverage gaps in these types of areas. At a time when wireless consumers are demanding door to door service and reliable wireless service in the home the impact of not being able to utilize existing structures, such as the proposed site, is even more pronounced.

Accordingly, a literal enforcement of the provisions of the Ordinance would prevent the Applicant from eliminating an existing gap in reliable service coverage, resulting in a potential loss of subscribers and the inability to effectively compete for subscribers with FCC licensed competitors in the market, contrary to the intent of the Ordinance and the U.S. Congress in enacting the TCA.

2. The hardship is owing to the circumstances relating to the soil conditions, shape, or topography of such land or structures, and especially affecting such land or structures but not affecting generally the zoning district in which it is located.

The Property is a large parcel, currently occupied by a residence and an existing 68-foot wireless communications tower. The surrounding area is rural residential with large areas of dense vegetation and therefore it would not make sense to develop a second tower site in this area when collocation on the existing tower, with the minor dimensional variation, provides the necessary coverage. The Property provides a unique, given the location of the parcel relative to the Applicant's coverage objective, the existence of a wireless communications tower, the remote location of the tower and the significant tree canopy that shields it from view, to allow the Applicant to install a wireless service facility, which as designed will have minimal impact to the site and to the surrounding area. The site has been design to be visually identical to existing facility. All associated equipment and cables will be located inside the tower. Once constructed the site will have a negligible impact on the character of the site and to the surrounding area.

Wireless carriers need to operate at above ground elevations that are typically higher than what exists in an area or is otherwise allowed by zoning. It is only as a last resort that wireless carriers proceed to develop new tower sites to meet their coverage objective in an area. First and foremost carriers strive to identify existing tall structures such as this tower in order to avoid construction of new structures and still meet their coverage objective. The height and location of the subject tower makes this a unique site for wireless in this area. Additionally, the minor deviation from the City's height restriction is actually consistent with the City's larger goals that existing structures be utilized wherever possible in order to minimize visual impacts and tower proliferation.

The PCS (Personal Communications Service) system being developed by the Applicant has been designed employing the most sophisticated radio frequency engineering methods available. Radio frequency engineers determine the placement of network points-or-presence using computer engineering models that simultaneously evaluate area topography and population patterns to identify specific geographic areas to be serviced by each antenna facility in the network. As a result of this modeling, combined with actual coverage data provided by existing "on air" facilities, the Applicant's radio frequency engineers have identified a limited geographic area as necessary location for a communications facility to remedy an existing gap in reliable service coverage in the general vicinity of the Property. Without the requested relief, there would remain a substantial "gap" in reliable service coverage in the Applicant's network. Radio frequency coverage maps and an Affidavit of Radio Frequency Expert, provided by the Applicant and attached hereto, confirm that a wireless communications facility located at the Property is required to remedy the existing gap in the Applicant's network coverage in the area. The requested height has been determined by the Applicant's engineers to be the minimum height necessary to connect coverage from the proposed WCF with coverage from adjacent cell sites in the Applicant's network. Further the requested relief only represents a minor deviation from the height requirements and the height proposed is in keeping with the existing scale of existing features on site. Given the existence of the tower, the design of the site and size of the Property, as well as the proposed design of the WCF, the proposed installation will have a minimal visual impact to the site and surrounding neighborhood while achieving the Applicant's requisite coverage.

3. That the relief to be granted is desirable and will not cause substantial detriment to the public good

The proposed Facility is not a substantial detriment to the public good. Indeed, the WCF will benefit the public by increasing communication services to this area in specific, as well as the City of Gloucester as a whole. Additionally, the proposed Facility will facilitate increased emergency services. Further the location and design of the proposed facility on top of an existing tower located on a very large parcel significantly screened from view by dense vegetation almost completely mitigate any visual impacts typically associated with wireless service facilities. The proposed use complies with the Ordinance and meets the criteria for a special permit. The minor dimensional relief needed for this site is actually consistent with the overall objective of the City's ordinance that carriers utilize existing structures to the fullest extent practical in order to minimize visual impacts and reduce tower proliferation. The proposed Facility is the minimum height necessary and has been designed to be visually identical to the existing facility. The Facility will comply with the FCC with regard to RF emission standards. The proposed Facility will not have any adverse effect on the value of land and buildings in the neighborhood or on the amenities thereof. The proposed use is passive, requires no employees on the premises, and has no characteristics that are incompatible with the underlying zoning district. The Facility is passive in nature and will only generate about two vehicle trips per month for maintenance, will be served by standard electrical and telephone service and will not impact any City infrastructure. The proposed Facility will not generate any noise, pollution, odor or glare.

4. That the relief can be granted without nullifying or substantially derogating from the intent or purpose of the zoning ordinance.

One of the clear intentions of the City's Ordinance is to reduce tower proliferation by encouraging carriers to locate wireless service facilities on existing structures. The Applicant is pleased to have identified such a structure upon which to locate its facility. Further the Applicant has taken great strides to design a facility that is consistent with the character and integrity of the existing site and tower. Three antennas will be mounted to an 8-foot extension and will be visually identical to the existing

facility. All cables will be located inside the tower and all equipment will be located inside the existing fenced compound. The design will have only a negligible impact from existing conditions on and off site.

Further, the proposed facility will benefit the residents and visitors of this area by providing enhanced wireless communication service and E-911 service to the area. . Wireless use is booming in the United States. More than 80% of all Americans now subscribe to cell phone service. People of all ages rely increasingly on their cell phones to talk, text, send photos, search the Internet and more. In 2006, cell phones became the predominant way Americans communicate by phone, to keep up with this demand both wireless carriers and local governments have to keep pace with network development in order to ensure that reliable service can be delivered. Additionally, the proposed facility will enhance E-911 availability and effectiveness. Today, roughly half the 911 calls are made from a cell phone; wireless communication has become vital to public safety. In order for E911 to work effectively in an area there needs to be enough facilities throughout a community to ensure that a distressed caller's phone will have adequate signal and are sufficient to provide emergency responders with the best ability to pinpoint the location of a distressed caller.

The Applicant has demonstrated a need for coverage in the area immediately surrounding the Property. The WCF proposed is the least intrusive and only feasible means reasonably available to the applicant and consistent with the objectives of the City's Ordinance to fill its significant gap in coverage. In fact the minor deviation is actually consistent with the goals of the City's ordinances that wireless carriers collocate on existing structures, wherever possible, to reduce tower proliferation and minimize impacts to the area.

V. Conclusion

The Applicant hereby requests that the City Council determine that the Applicant has satisfied the requirements for both a Special Permit and a Dimensional Variance and to further determine that the proposed WCF will not have an adverse effect on the surrounding neighborhood and the City of Gloucester as a Whole. The findings are made in view of the particular unique characteristics of the Property and of the WCF's design and location, as detailed in this application. This site is an appropriate location for the installation and operation of the proposed WCF and represents the only feasible means through which the Applicant can close a significant gap in network coverage under the Ordinance.

For all of the above, the Applicant respectfully requests the City Council to grant both the Applicant's request for a Special Permit and a Dimensional Variance and /or such other relief as the Council deems necessary to allow the construction and operation of a WCF at the proposed location

Very truly yours,

Jackie Slaga

AFFIDAVIT
of
RADIO FREQUENCY EXPERT

The undersigned, hereby states the following in support of the application of T-Mobile Northeast Inc. a wholly owned subsidiary of T-Mobile USA, Inc. (hereinafter referred to as "T-Mobile") to construct an antenna installation with related equipment cabinets at 50 New Way Ln, Gloucester, MA (The "Wireless Communications Facility"):

1. I am a Radio Frequency Engineer representing T-Mobile USA, Inc. and responsible for radio network design in Massachusetts.
2. As enabled under its Federal Communications Commission (FCC) license T-Mobile seeks to design its wireless network in order to provide reliable wireless services to its customers, whether those customers are on the street, in a vehicle, or in a building. Providing reliable service to its customers in each context is critical for T-Mobile to provide the quality of wireless service that customers demand, and to meet the objectives of Congress that a robust, competitive and low cost wireless communication capacity be developed to serve the entire nation.
3. I have thoroughly reviewed the radio frequency engineering studies, reports, and computer model prepared by T-Mobile with respect to the subject wireless communications facility. I used Asset, a propagation modeling software developed by Aircom Inc., to simulate the proposed coverage created by the facility. This software calculates frequency strength over distance taking into account geographical, and topographical land features and other contributors to signal loss. Finally, this calculation has also been adjusted by empiric data obtained from field measurement.
4. In order to meet its obligations under the radio license T-Mobile must have in place a network of base station antenna facilities to serve portable wireless communication devices and mobile telephones. These facilities consist of antennas mounted on a pole, building, or other structures that are connected by cables to a small equipment cabinet located near the antenna. These antennas transmit voice and data to subscribers within a defined area of coverage. Likewise, the antenna receives the radio signal from mobile transmitters (such as telephones) which then goes to equipment located in the cabinet and to ordinary phone lines from which the transmission may be routed anywhere in the world.
5. Wireless antenna facilities are integral to T-Mobile's network. Each facility, servicing only a limited area, must be carefully located so that it can properly interact with surrounding facilities. To maintain reliable, uninterrupted service to a wireless telephone user living and/or traveling in a given area serviced by multiple antenna facilities, T-Mobile depends on a continuous interconnected series of facilities, which in-part overlap in a grid or "cellular" pattern.

6. In compliance with its FCC license, T-Mobile is actively building its PCS network to provide service in Massachusetts. In order to meet its goal of providing reliable, seamless and uninterrupted service T-Mobile must continue to acquire interest in property for additional facilities, and is applying for and obtaining local governmental approvals to construct the facilities in order to eliminate gaps in reliable service coverage. Any delay at this point in time severely curtails T-Mobile's ability to achieve a market position that will allow it to compete for customers, which is in the public interest.
7. Using precise computer prediction model and following a thorough review of the RF engineering studies and reports prepared by T-Mobile it was determined that a new facility in proximity to Essex Ave and New Way Ln is critical to the overall engineering and technical plan for T-Mobile's network.
8. The subject location has specific characteristics, of topography, relationship to existing structures and its location within the narrow search limits specified by the above referenced computer model, makes it uniquely suitable to address T-Mobile's need for a proposed wireless telecommunications transmission facility. With the above considerations the proposed site was determined to be the most appropriate location for a facility to fill the existing gap in service coverage within the context of available land parcels provided to me for analysis.
9. Without a wireless transmission facility located at or near this location, a significant area of inadequate, unreliable coverage would remain in T-Mobile's wireless network in the vicinity of the proposed installation. This lack of service area or "gap" in coverage would adversely impact the service T-Mobile is able to provide to businesses and residents of Gloucester as well as travelers along Route 128, Essex Ave, and Magnolia Ave and other primary roads through and around Gloucester, MA.
10. The result of such a "gap" will be an inability for the T-Mobile customer to reliably initiate, receive, or maintain voice and data connections, including 911 emergency calls, from the time that subscriber leaves the service area until that subscriber reaches that point where a quality signal is available to reinitiate the communication link.
11. All proposed wireless communications equipment will be installed, erected, maintained and operated in compliance with all applicable Federal, State and local regulations, including, but not limited to: the radio frequency emissions regulations set forth in the 1996 Federal Communications Act, applicable regulations administered by the Federal Aviation Administration (FAA), Federal Communications Commission (FCC), and Massachusetts Department of Health. All equipment proposed is authorized by the FCC Guidelines for Evaluating the Environmental effects of Radio Frequency Emissions. The radio frequency exposure levels generated by the proposed facility are substantially below the maximum allowable health and safety standards established by the FCC. In addition, the

proposed equipment and transmission characteristics are in compliance with standards set forth by the American National Standards Institute (ANSI) and the National Council of Radiation Protection (NCRP).

Based upon the best radio frequency technology that is available to T-Mobile at this time, it is my professional opinion that the proposed project is necessary to ensure adequate PCS service to area residents and businesses in accordance with system specifications.

Signed under the penalties of perjury this 20th day of September, 2010.

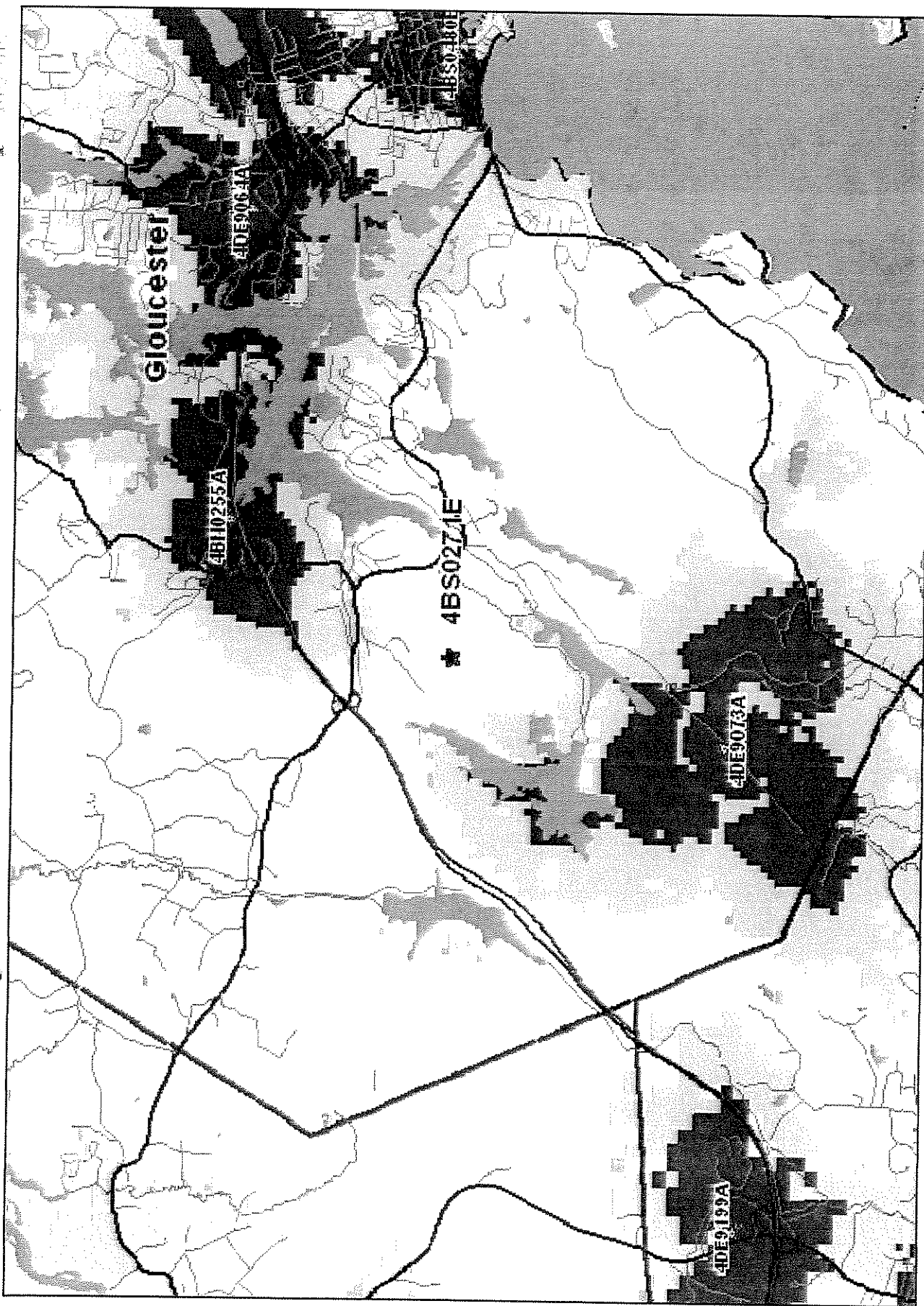
A handwritten signature in black ink, appearing to read "Dishant", with a stylized flourish at the end.

Dishant Shah, RF Engineer
T-Mobile USA, INC.
15 Commerce Way Suite B
Norton, MA 02766
(508) 286-2789
Dishant.Shah@T-Mobile.com

Green - In-Building Coverage
Light Green - In Vehicle Coverage

Existing coverage in Gloucester, MA

... T. Apple

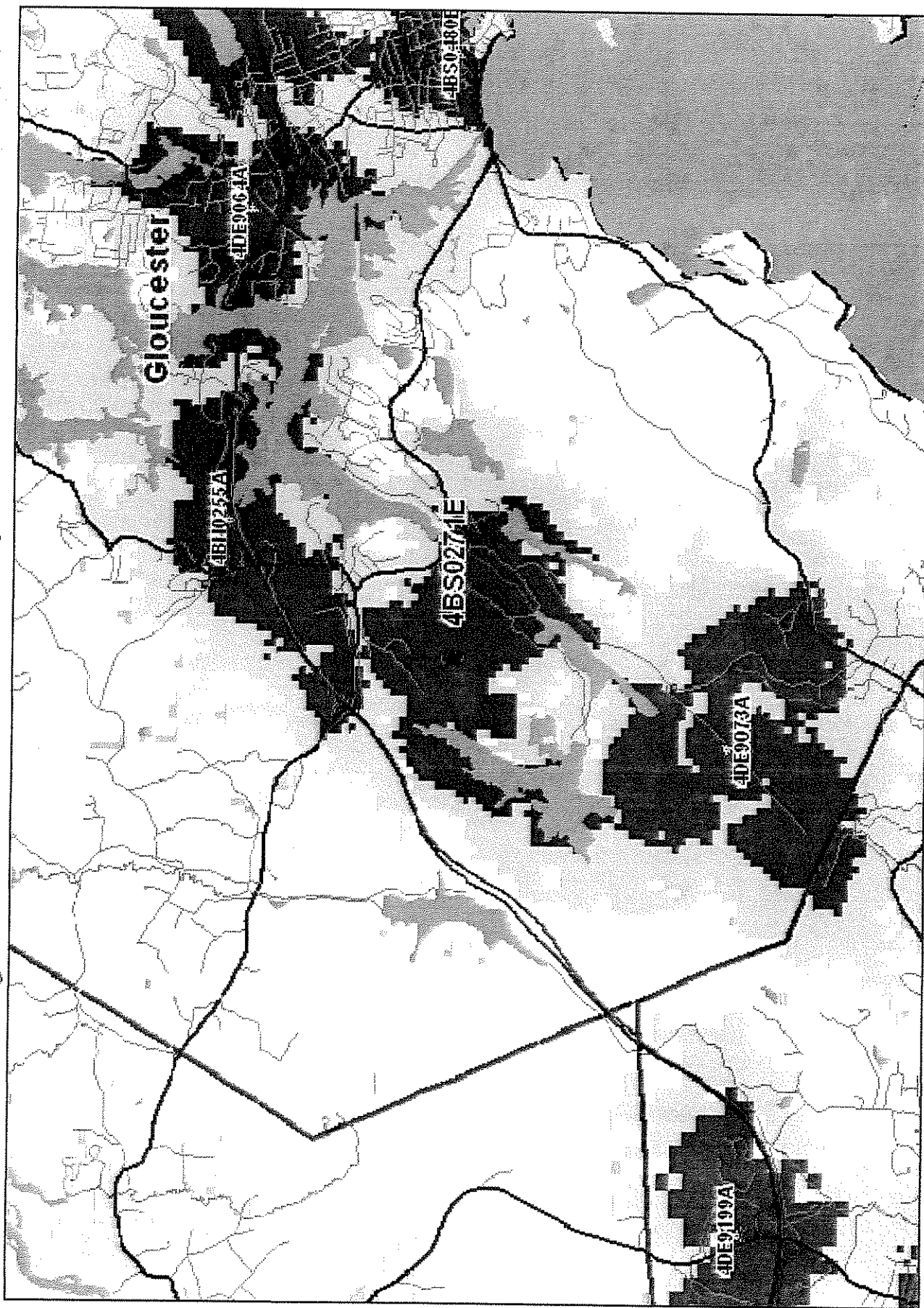


Green - In-Building Coverage

Light Green - In-Vehicle Coverage

Existing and Proposed coverage with 4BS0271E

Gloucester, T. Mobile



PREPARED FOR

**T-MOBILE
NORTHEAST LLC**

PROPOSED WIRELESS
TELECOMMUNICATIONS INSTALLATION

**VERIZON NEW WAY LANE
56 NEW WAY LANE
GLOUCESTER, MA 01930**

SITE NUMBER: 4BS0271E

PROVIDED BY:
BAY STATE DESIGN, INC.
JUNE 2010

**BAY STATE
DESIGN**

T-MOBILE NORTHEAST LLC

**VERIZON NEW WAY LANE
56 NEW WAY LANE
GLOUCESTER, MA 01930**

SITE NUMBER: 4BS0271E

Provided By:

Bay State Design, Inc.
241 Boston Post Road West
Marlborough, MA 01752
ph. 508| 229.4100
fax 508| 485.5321

Issued: June 21, 2010

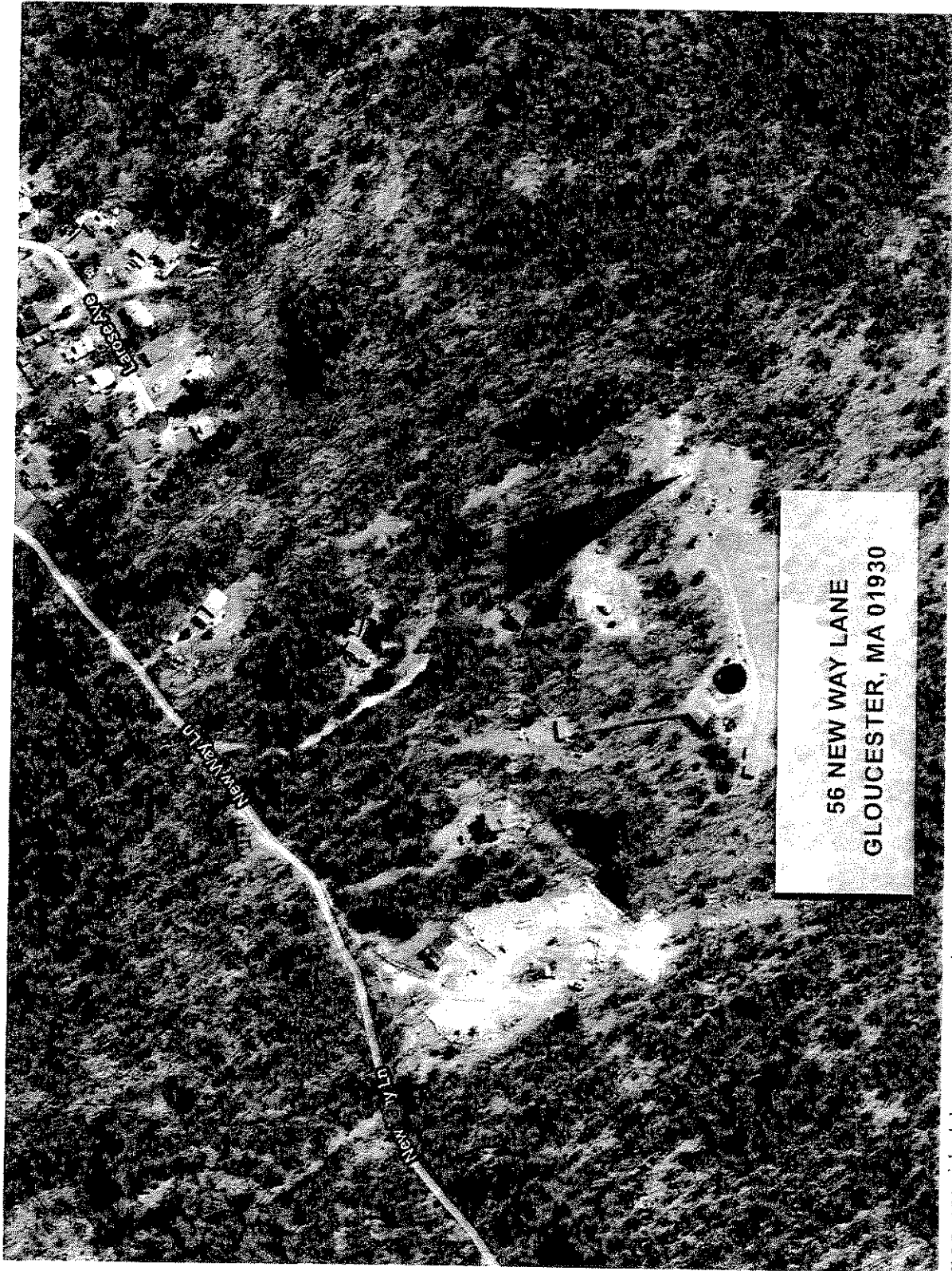
Rev. 1:

Rev. 2:

Drawn By: A.L.

Checked By: K.B.

Note: These photo simulations are intended to represent modifications relative to a person observing the aesthetics of the proposed telecommunications installation. Therefore, they are inherently approximate in nature and should not be used as an exact, scaled, engineering drawing.



map provided by maps.google.com

VISIBILITY MAP

● view location

● not visible

VIEW 1



EXISTING CONDITIONS | LOOKING SOUTHWEST FROM SITE ENTRANCE

VIEW 1



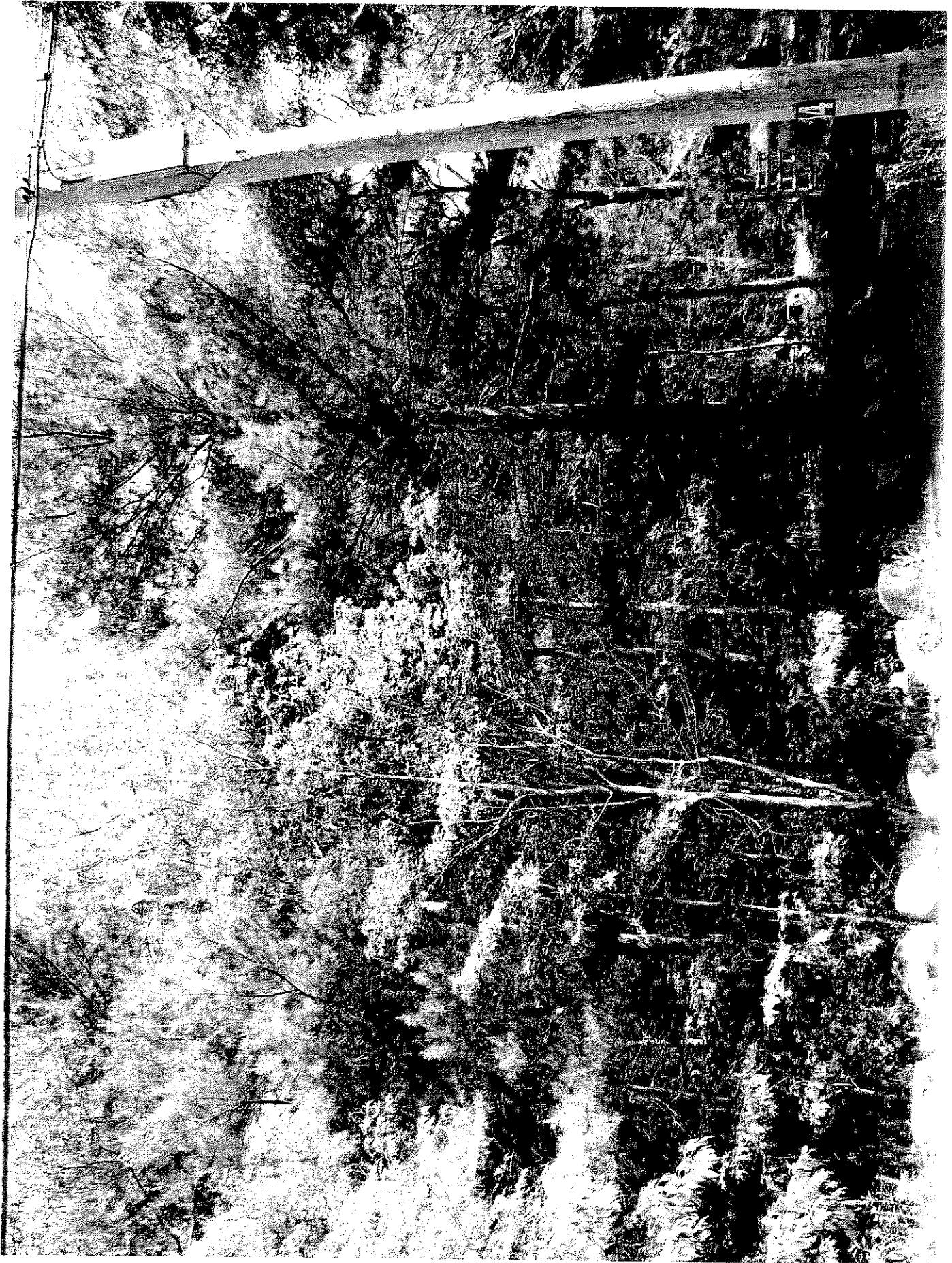
PROPOSED ANTENNAS MOUNTED
ON EXTENDED MONOPOLE (TYP. OF 1
ANTENNA PER SECTOR, TOTAL OF 3)

PROPOSED ANTENNAS | LOOKING SOUTHWEST FROM SITE ENTRANCE

VIEW 2



PROPOSED ANTENNAS (NOT VISIBLE) | LOOKING SOUTHEAST FROM 50B NEW WAY LANE



PROPOSED ANTENNAS (NOT VISIBLE) | LOOKING SOUTHEAST FROM 54 NEW WAY LANE

VIEW 4



PROPOSED ANTENNAS (NOT VISIBLE) | LOOKING SOUTHWEST FROM END OF LAROSE AVE.



Federal Communications Commission
Wireless Telecommunications Bureau
Radio Station Authorization

Page 1 of 1
10

LICENSEE NAME: T-Mobile License LLC

DAN MENSER
T-MOBILE LICENSE LLC
12920 SE 38TH ST.
BELLEVUE WA 98006

FCC Registration Number (FRN)

0001565449

Call Sign

KNLH310

File Number

0002991477

Radio Service

CW - PCS Broadband

Grant Date	Effective Date	Expiration Date	Print Date
06-05-2007	06-05-2007	06-27-2017	06-06-2007

Market Number	Channel Block	Sub-Market Designator
BTA051	E	0

Market Name: Boston, MA

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06-27-2002			

SPECIAL CONDITIONS OR WAIVERS/CONDITIONS

Conditions:

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

To view the geographic areas associated with the license, go to the Universal Licensing System (ULS) homepage at <http://wireless.fcc.gov/uls> and select "License Search". Follow the instructions on how to search for license information.


SITE LICENSE AGREEMENT

This Site License Agreement ("SLA"), entered into this 23rd day of September, 2010 ("SLA Effective Date") between TOWERCO Assets LLC, hereinafter designated as LICENSOR and T-Mobile Northeast LLC, hereinafter designated as LICENSEE.

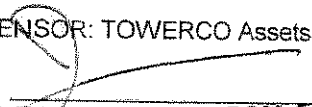
1. This SLA is a SLA as referenced in that certain Master Lease Agreement between T-MOBILE USA, INC. and TowerCo Assets LLC formerly TowerCo LLC dated August 8, 2007 ("MLA"). All of the terms and conditions of the MLA are incorporated herein by this reference and made a part hereof without the necessity of repeating or attaching the MLA. In the event of a contradiction, modification or inconsistency between the terms of the MLA and this SLA, the terms of this SLA shall govern. Capitalized terms used in this SLA shall have the same meaning described for them in the MLA unless otherwise indicated herein.
2. Site No. and Name (if applicable): LICENSOR: MA2015 / Barletta
LICENSEE: 4BS0271E / TowerCo Collo
3. Site Address and the Land which is more particularly described in Attachment 1, attached hereto and incorporated herein: 50 New Way Lane, Gloucester, MA 01930, Essex County
4. Site Latitude and Longitude: 42-36-42.00 / 70-43-2.40
5. The LICENSEE Antenna Facilities to be placed on the Property and the location of the Premises are detailed in and shall be consistent with Attachment 2, attached hereto and incorporated herein.
6. The term of this SLA shall be as set forth in Sections 4 and 5 of the MLA, except: (Complete, if applicable)
7. The Rent commencement date of the SLA shall be the first day of the month following the earlier of either; i) December 31, 2010; or ii) the receipt by LICENSEE of written notice from LICENSOR permitting LICENSEE to commence construction and upon fulfillment of the requirements delineated in Section 10(c) of the MLA.
8. The Rent for the initial term of this SLA shall be at an annual rental of Twenty Six Four Hundred and No/100 Dollars (\$26,400) to be paid in equal monthly installments on the first day of the month, in advance without notice or demand, to LICENSOR at the following address: PO Box 636572, Cincinnati, OH 45263-6572 or to such other person, firm or place as the LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. **All Rent checks shall have LICENSOR's site number clearly written on the face of the check.**
9. If the Property is subject to a prime lease, license or other such agreement granting LICENSOR's interest of the Property, a redacted copy of material business terms of such agreement is attached hereto as Attachment 3. If consent is required from Owner, it shall be attached hereto and incorporated herein as Attachment 4.
10. LICENSOR Contact for Emergency: 1-866-469-5559
11. LICENSEE Contact for Emergency: 877-611-5868

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals
the day and year first above written.

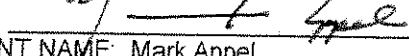

WITNESS


WITNESS

LICENSOR: TOWERCO Assets LLC

BY: 
PRINT NAME: JASON CATALINA
TITLE: V.P. Collocation
DATE: 9/23/10

LICENSEE: T-Mobile Northeast LLC

BY: 
PRINT NAME: Mark Appel
TITLE: Area Director
DATE: 22 Sept 10

ATTACHMENTS:

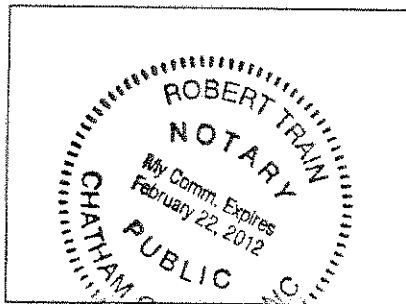
- Attachment 1: Legal Description of the Land
- Attachment 2: Collocation Application and Plans and Specifications
- Attachment 3: Prime Lease
- Attachment 4: Owner's Consent
- Attachment 5: Memorandum of SLA

STATE OF NC
COUNTY OF Wake

} ss.

I certify that I know or have satisfactory evidence that Jason Cantini is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the VP of Collaboration of TowerCo Assets LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-16-2010



(Use this space for notary stamp/seal)

Robert Train

Notary Public

Print Name

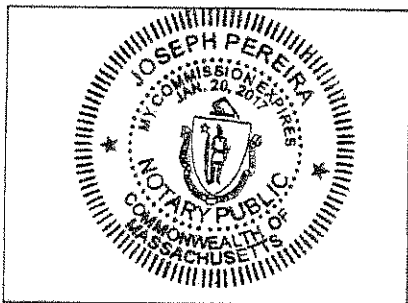
My commission expires

STATE OF Massachusetts
COUNTY OF Bristol

} ss.

I certify that I know or have satisfactory evidence that Mark Appel is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Area Director of T-Mobile Northeast LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/22/10

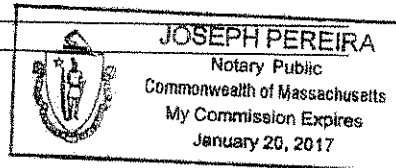


(Use this space for notary stamp/seal)

Notary Public

Print Name

My commission expires



SITE AGREEMENT

Site Name: Barletta/Martin Property

Sprint PCS Site ID #: BS54XC870

1. **Premises and Use.** Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("Sprint PCS"), the site described below [Check all appropriate boxes]:

- ☒ Land consisting of approximately 1,050 square feet upon which Sprint PCS will construct its
☒ base station equipment and ☒ antenna support structure;
☐ Building interior space consisting of approximately _____ square feet for placement of base station equipment;
☐ Building exterior space consisting of approximately _____ square feet for placement of base station equipment;
☐ Building exterior space for attachment of antennas;
☐ Tower space between the _____ foot and _____ foot level on the tower for attachment of antennas;

as well as space required for cable runs to connect its equipment and antennas in the location(s) shown on Exhibit A, attached hereto, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities, in the discretion of Sprint PCS (the "Site"). The Site will be used by Sprint PCS for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a communications service facility, including, without limitation, antenna and base station equipment, cable, wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna support structure (the "Facilities"). Sprint PCS will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint PCS will have unrestricted access to the Site 24 hours per day, 7 days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the date that both Owner and Sprint PCS have executed this Agreement ("Lease Commencement Date"). This Agreement will be automatically renewed for 4 additional terms of 5 years each (each a "Renewal Term"), unless Sprint PCS provides Owner with notice of its intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** Until the date which is 60 days after the issuance of a building permit, or if no building permit is required, the date that is 60 days after the date Sprint PCS commences installation of the Facilities at the Site ("Rent Commencement Date"), rent will be a one-time aggregate payment of _____ the receipt of which Owner acknowledges. Thereafter, rent will be paid in advance in equal monthly installments (until increased as set forth herein), partial months to be prorated. Rent for each Renewal Term will be increased on the anniversary of the Lease Commencement Date to an amount equal to 110% of the rental rate in effect for the prior Term. Notwithstanding anything contained in this Section, Sprint PCS' obligation to pay rent is contingent upon Sprint PCS' receipt of a W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner.

4. **Title and Quiet Possession.** Owner represents and warrants to Sprint PCS and further agrees that: (a) it is the owner of the Site; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement has the authority to sign; (d) Sprint PCS is entitled to access the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Sprint PCS is not in default beyond the expiration of any cure period; and (e) Owner will not have unsupervised access to the Site or to the Facilities.

5. **Assignment/Subletting.** Sprint PCS will have the right to sublease the Site or assign its rights under this Agreement without notice to or consent of Owner.

6. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to Sprint PCS are to be sent to: Sprint PCS, 15500 W. 113th Street, Lenexa, KS 66219, Mailstop: KSLNXC0201, Attn.: Director, National Property & Lease Management, with a copy to Sprint Law Department, 6391 Sprint Parkway, Mailstop KSOPHT0101-22020, Overland Park, Kansas 66251-2020, Attn.: Sprint PCS Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. **Improvements.** Sprint PCS may, at its expense, make improvements on the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Owner agrees to cooperate with Sprint PCS with respect to obtaining any required zoning or other governmental approvals for the Site and the Facilities. Upon termination or expiration of this Agreement, Sprint PCS may remove the Facilities and will restore the Site to substantially the condition existing on the Lease Commencement Date, except for ordinary wear and tear and casualty loss.

8. **Compliance with Laws.** Owner represents and warrants to Sprint PCS that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Sprint PCS will substantially comply with all applicable laws relating to its possession and use of the Site.

9. **Interference.** Sprint PCS will resolve technical interference problems with other equipment located at the Site on the Lease Commencement Date or any equipment that becomes attached to the Site at any future date when Sprint PCS desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any equipment after the Lease Commencement Date that: (a) results in technical interference problems with the Facilities; or (b) encroaches onto the Site.



10. **Utilities.** Owner represents and warrants to Sprint PCS that all utilities adequate for Sprint PCS' use of the Site are available at or near the Site. Sprint PCS will pay for all utilities used by it at the Site. Owner will cooperate with Sprint PCS in Sprint PCS' efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement(s) or other instrument(s) reasonably required by the utility company. If there is a loss of electrical service at the Site, Sprint PCS may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or the property adjacent to the Site at the location depicted in Exhibit A.

11. **Termination.** Notwithstanding any provision contained in this Agreement, Sprint PCS may, in Sprint PCS' sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to Owner.

12. **Default.** If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. **Indemnity.** Subject to Section 17 hereof, Owner and Sprint PCS each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.

14. **Hazardous Substances.** Owner represents and warrants to Sprint PCS that it has no knowledge of any substance, chemical, waste, oil or hazardous material on the Site or any adjacent real estate owned by the Owner (collectively, "Premises") that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. Sprint PCS will not introduce or use any Substance on the Site in violation of any applicable law. Owner will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of Sprint PCS. Owner hereby indemnifies Sprint PCS and holds Sprint PCS harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise out of the

Owner Initials: Owner Initials: Sprint PCS Initials: 

Site Name: Barletta/Martin Property

Sprint PCS Site ID #: BS54XC870

presence of any Substance on or migrating from the Premises at any time, other than those Substances which were first released by Sprint PCS upon the Premises, and Owner hereby agrees to execute any hazardous materials disposal manifests and all related documentation reasonably requested by Sprint PCS in connection with the removal and disposal of any such Substance from the Premises. Sprint PCS will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance released on the Site by Sprint PCS. Sprint PCS hereby indemnifies Owner and holds Owner harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the release of any Substance by Sprint PCS upon the Premises. Upon obtaining knowledge of a release or threat of release of any Substance on the Premises, Sprint PCS and the Owner shall each have the right to notify the applicable regulatory authorities thereof without the prior consent of the other party and to provide reasonable access to the Site to the employees, agents, and contractors of such agencies and all other persons conducting response actions in accordance with applicable law. The foregoing indemnifications shall survive any termination of this Agreement and shall be in addition to any other rights which Owner or Sprint PCS may have under applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Lease Commencement Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to Sprint PCS from the holder of any mortgage or deed of trust.

16. Property Taxes. Sprint PCS will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the Facilities on the Site. Sprint PCS will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by Sprint PCS within 60 days after receipt of satisfactory documentation indicating calculation of Sprint PCS' share of the real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. Sprint PCS will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days after Sprint PCS' receipt of a written request. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy.

18. Maintenance. Sprint PCS will be responsible for repairing and maintaining the Facilities and any other improvements installed by Sprint PCS at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Sprint PCS for the reasonable costs incurred by Sprint PCS to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Sprint PCS a recordable Memorandum of Agreement in the form of Exhibit B, attached hereto; (d) this Agreement (including the Exhibits) constitutes the entire agreement

between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B, Rider

OWNER:

Richard A. Barletta

S.S. #: 028-96-6236

Address: 127 Eastern Ave., Box 254

Gloucester, MA 01930

Date: 11/12/02

Marcia L. Martin

S.S. #: 046-50-7953

Address: 127 Eastern Ave., Box 254

Gloucester, MA 01930

Date: 11/12/02

SPRINT PCS:

Sprint Spectrum-L.P., a Delaware limited partnership

Name: Michael W. Loucy

Its: Director, Site Development - Northeast Region

Address: One International Boulevard, Suite 800

Mahwah, NJ 07945

Attention: Lease Management

Date: 4/27/02

Attach Exhibit A - Site Description

Attach Exhibit B - Memorandum of Agreement Form

City of Gloucester, Abutters List

City of Gloucester, Abutters List

Abutters To Parcel... MAP 221 LOT 46

Please be aware that the abutters list reflects mailing addresses for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements.
Gloucester Board of Assessors

Abutter	Street Address	Parcel No.	Mailing Address
1 221 7 GLOUCESTER CITY OF	NEAR DYKES PD	221 7	CITY HALL 9 DALE AV GLOUCESTER MA 01930
2 221 8 GLOUCESTER CITY OF	60 NEW WAY LN	221 8	9 DALE AV GLOUCESTER MA 01930
3 221 9 PERRY JOHN	56 NEW WAY LN	221 9	56 NEW WAY LN GLOUCESTER MA 01930
4 221 10 LOGRANDE GAETANO S LOGRANDE ST	54 NEW WAY LN	221 10	54 NEW WAY LN GLOUCESTER MA 01930 0000
5 221 11 GLOUCESTER CITY OF	25 NEW WAY LN	221 11	9 DALE AV GLOUCESTER MA 01930
6 221 26 GLOUCESTER CITY OF	36 NEW WAY LN	221 26	CITY HALL 9 DALE AV GLOUCESTER MA 01930
7 221 27 SHREVE BENJAMIN D	17 LAROSE AV	221 27	17 LAROSE AV GLOUCESTER MA 01930
8 221 38 HAIGHT DAVID A & DARLENE L TBYE	18 LAROSE AV	221 38	18 LAROSE AV GLOUCESTER MA 01930
9 221 39 GARRON CHRISTINE C	20 LAROSE AV	221 39	20 LAROSE AV GLOUCESTER MA 01930 0000
10 221 40 GOBIEL ARTHUR J & JACQUELINE	40 NEW WAY LN	221 40	40 NEW WAY LN GLOUCESTER MA 01930
11 221 45 BARLETTA RICHARD & MARTIN MARCIA	52 NEW WAY LN	221 45	C/O AURORA LOAN SERVICES LLC 2617 COLLEGE PARK DR SCOTTSBLUFF NE 69361

City of Gloucester, Abutters List

Abutters To Parcel... MAP 221 LOT 46

Please be aware that the abutters list reflects mailing addresses for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements.
Gloucester Board of Assessors

Abutter	Street Address	Parcel No.	Mailing Address
12 221 46 BARLETTA PASQUALE	50 NEW WAY LN	221 46	35 TRASK ST GLOUCESTER MA 01930
13 221 47 BARLETTA RICHARD A & MARCIA L	48 NEW WAY LN	221 47	C/O WATERMAN STEFANI M 48 NEW WAY LN GLOUCESTER MA 01930

BOARD OF ASSESSORS
CITY HALL
9 DALE AVENUE
GLOUCESTER, MA 01930

OCT 25 2010

Maia Carlini



FP-2A
(Rev. 04-2010)

The Commonwealth of Massachusetts

City/Town of Gloucester

Application For License

Massachusetts General Law, Chapter 148 §13

☒ New License ☐ Amended License

GIS Coordinates

LAT.

LONG.

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 54 Great Republic Drive Assessors Map/Parcel ID: 263 65

Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: Bearcat Realty, L.L.C., Peter Spinney, Manager

Address of Land Owner: 22 Salt Marsh Lane, Gloucester, MA 01930

occupancy by: Anchor-Seal, Inc.

Use and Occupancy of Buildings and Structures: custom formulations of epoxy resins & polyurethanes

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 14;

Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal, lbs, Cubic feet gal	CONTAINER UST, AST, IBC, drums drum
lacquer thinner, heptane	IB	20		
containing solvent naptha	IC	220	gal	drum
solvent naptha + 2,6-dimethyl-4-heptanone	II	700	gal	drum
liquid plastic N.O.S.	IIIA	300	gal	drum
liquid plastic N.O.S.	IIIB	29,000	gal	drum, IBC

Total quantity of all flammable liquids to be stored: 240 gal.

Total quantity of all combustible liquids to be stored: 30,000 gal.

Total quantity of all flammable gases to be stored: 0

Total quantity of all flammable solids to be stored: 0

CITY CLERK
GLOUCESTER, MA
10 NOV 18 AM 9:22

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 6)

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: _____

List sizes and capacities of all aboveground containers used for storage: _____

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: _____

List sizes and capacities of all underground containers used for storage: _____

Total aggregate quantity of all LP-gas to be stored: _____

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 2)

- ❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 13)

- ❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, Peter E. Spinney, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature Peter E. Spinney Date 11/15/10 Name Peter E. Spinney, President
Anchor-Seal, Inc.

Fire Department Use Only

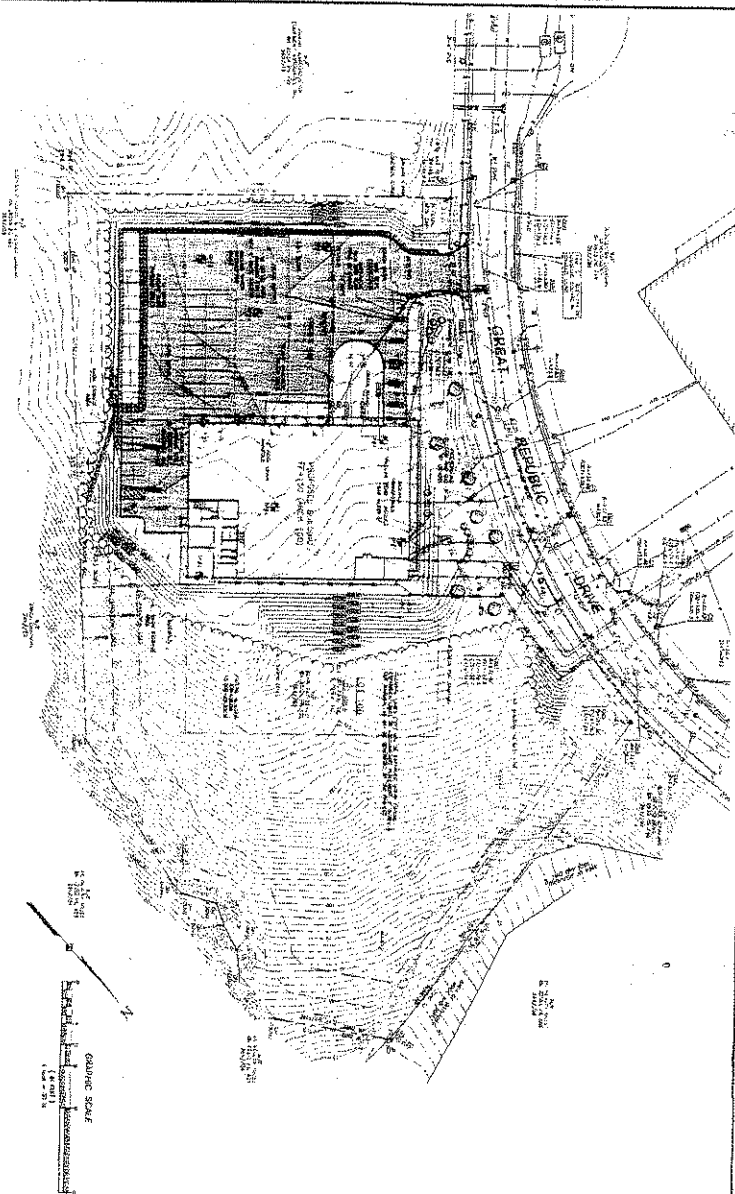
I, Stephen Aiello, Head of the Gloucester Fire Department endorse this application with my

☒ Approval ☐ Disapproval

Signature of Head of the Fire Department Stephen M. Aiello Deputy Chief

Date 11/16/10

Recommendations: _____



SITE DATA

1. General Information
 a. Name: [Redacted]
 b. Date: [Redacted]
 c. Location: [Redacted]

2. Subject
 a. [Redacted]
 b. [Redacted]
 c. [Redacted]

3. Objectives
 a. [Redacted]
 b. [Redacted]
 c. [Redacted]

4. Methodology
 a. [Redacted]
 b. [Redacted]
 c. [Redacted]

5. Results
 a. [Redacted]
 b. [Redacted]
 c. [Redacted]

6. Conclusion
 a. [Redacted]
 b. [Redacted]
 c. [Redacted]

7. References
 a. [Redacted]
 b. [Redacted]
 c. [Redacted]

8. Appendix
 a. [Redacted]
 b. [Redacted]
 c. [Redacted]

9. Notes
 a. [Redacted]
 b. [Redacted]
 c. [Redacted]

10. Signature
 a. [Redacted]
 b. [Redacted]
 c. [Redacted]

BLATMAN, BOBROWSKI & MEAD, LLC

ATTORNEYS AT LAW

9 Damonmill Square, Suite 4A4
Concord, MA 01742
Phone: 978-371-2226
Fax: 978-371-2296

ADAM J. COSTA
adam@bbmatlaw.com

CITY CLERK
GLOUCESTER, MA
10 NOV 18 AM 10:59
NEWBURYPORT OFFICE
44 Merrimac Street
Newburyport, MA 01950
Phone: 978-463-7700
Fax: 978-463-7747

Via Certified Mail, Return Receipt Requested

November 12, 2010

Bill Sanborn, Inspector of Buildings
Inspectional Services Department
City of Gloucester
3 Pond Road
Gloucester, Massachusetts 01930

Re: Extension of Special Permit under the Permit Extension Act of 2010
201, 205 and 233 Main Street (a.k.a. Main Street Plaza)

Dear President Hardy and Members of the Council:

Reference is made to the above-cited matter. In that connection and as you are aware, my firm represents 1907, LLC (the "Applicant"), the recipient of a Major Project Special Council Permit (the "Permit") for the Main Street Plaza property located at 201, 205 and 233 Main Street in Gloucester (the "Property"). The Permit was issued by the Council on March 20, 2007, and subsequently extended on April 7, 2009 and on April 27, 2010.

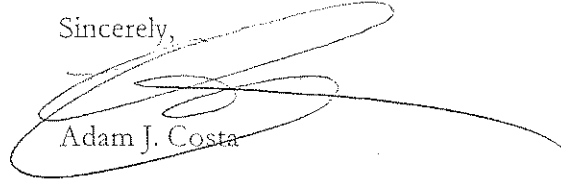
The latest of the aforesaid extensions was conditioned so as to expire on October 13, 2010, if the 1,500-square-foot building on the Property was not completed by said deadline. However, please be advised that the Permit Extension Act of 2010, adopted by the Legislature and signed into law on August 5, 2010 as Chapter 240 of the Acts of 2010 (the "Act"), has further extended expiration of the Permit to October 13, 2012. According to the Act, "an approval in effect or existence during the tolling period shall be extended for a period of 2 years, in addition to the lawful term of the approval."

For the purposes of the Act, an "approval" is "any permit, certificate, order, . . . license, certification, determination, exemption, variance, waiver, building permit or other approval or determination of rights from any municipal, regional or state governmental entity," with few exceptions, none of which are relevant hereto. The "tolling period" runs from August 15, 2008 through August 15, 2010. Here, the Permit both qualifies as an "approval" and was in effect and existence during the aforesaid, two-year "tolling period."

As a consequence of the foregoing, further extension of the Permit is not required at the present time. I am notifying you of the same as a courtesy to the Council, and for clarity of the City's records pertaining to the Property.

Thank you. Should you have any questions or concerns, please do not hesitate to contact me at (978) 371-2163.

Sincerely,



Adam J. Costa

AJC/fhs

cc: L. Mead, Esq.

L. Lowe, City Clerk (via first-class mail only) ✓

S. Eagan, City Solicitor (via first-class mail only)

Client (via e-mail only)

Acts**2010**

CHAPTER 240 AN ACT RELATIVE TO ECONOMIC DEVELOPMENT REORGANIZATION. (see Senate, No. 2582) Approved (in part) by the Governor, August 5, 2010

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to provide forthwith a business-friendly environment that will stimulate job growth and improve the ease with which businesses can operate in the markets they serve, and to coordinate economic development activities funded by the commonwealth, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. To provide for a program of infrastructure development and improvements, the sums set forth in section 2B for the several purposes and subject to the conditions specified in this act, are hereby made available, subject to the laws regulating the disbursement of public funds and approval thereof.

SECTION 2B.

1100-7400.. For the recapitalization of the Massachusetts Growth Capital Corporation..... \$20,000,000.

6001-0817.. For the recapitalization of the grant program to provide for commercial and residential transportation and infrastructure development, improvements and various capital investment projects under the Growth Districts Initiative established by the executive office of housing and economic development; provided, that the secretary of housing and economic development, in consultation with the secretary of the Massachusetts Department of Transportation, shall adopt, amend or continue regulations or guidelines regarding this program; provided further, that annually not later than December 31, the secretary of housing and economic development shall issue a written report to the clerks of the senate and house of representatives, the chairs of senate and house committees on bonding, capital expenditures and state assets, the chairs of the joint committee on transportation, the chairs of the joint committee on economic development and emerging technologies, the chairs of the joint committee on state administration and regulatory oversight and the chairs of the senate and house committees on ways and means, which shall include detailed descriptions of infrastructure improvement projects funded under this program and of all funds expended for this purpose, including, but not limited to, all information required for projects under section 25 of chapter 304 of the acts of 2008..... \$50,000,000.

7007-9031.. For the recapitalization of the Massachusetts Technology Development Corporation, established in section 2 of chapter 40G of the General Laws..... \$5,000,000

SECTION 3. Section 16G of chapter 6A of the General Laws as is hereby amended by striking out, in lines 2 and 3, as appearing in the 2008 Official Edition, the words "a department" and inserting in place thereof the following words:- the Massachusetts office.

SECTION 4. Said section 16G of said chapter 6A is hereby further amended by striking out subsections (i) and (j), as so appearing, and inserting in place thereof the following 2 subsections:-

(i) The secretary shall establish in the executive office an office of performance management and oversight. The secretary shall appoint a director to operate and administer said office who shall have experience with economic

SECTION 170. The secretary of housing and economic development, in consultation with the economic assistance coordinating council, shall promulgate regulations that reflect the changes implemented in section 74A of this act.

SECTION 171. Notwithstanding any other general or special law to the contrary, the pension reserves investment management board established under section 23 of chapter 32 of the General Laws shall review its investment portfolio and to the extent it is reasonably possible it shall invest not less than \$25,000,000 and not more than \$50,000,000 in banks or financial institutions which make capital available to small businesses under the guidelines of subdivision (7) of section 23 of chapter 32 of the General Laws and shall make such investment a priority of the portfolio as long as such investment is consistent with sound investment policy.

SECTION 172. To meet the expenditures necessary in carrying out section 2B, the state treasurer shall, upon request of the governor, issue and sell bonds of the commonwealth in an amount to be specified by the governor from time to time but not exceeding, in the aggregate, \$75,000,000. All such bonds issued by the commonwealth shall be designated on their face, Job Creation by Small Business Act of 2010, and shall be issued for a maximum term of years, not exceeding 30 years, as the governor may recommend to the general court under section 3 of Article LXII of the Amendments to the Constitution. The bonds shall be payable not later than June 30, 2045. All interest and payments on account of principal on these obligations shall be payable from the General Fund. Bonds and interest thereon issued under this section shall, notwithstanding any other provisions of this act, be general obligations of the commonwealth.

→ **SECTION 173.** Notwithstanding any general or special law to the contrary, certain regulatory approvals are hereby extended as provided in this section.

(a) For purposes of this section, the following words shall, unless the context clearly requires otherwise, have the following meanings:

?Approval? except as otherwise provided in subsection (b), any permit, certificate, order, excluding enforcement orders, license, certification, determination, exemption, variance, waiver, building permit, or other approval or determination of rights from any municipal, regional or state governmental entity, including any agency, department, commission, or other instrumentality of the municipal, regional or state governmental entity, concerning the use or development of real property, including certificates, licenses, certifications, determinations, exemptions, variances, waivers, building permits, or other approvals or determination of rights issued or made under chapter 21, chapter 21A excepting section 16, chapter 21D, sections 61 to 62H, inclusive, of chapter 30, chapters 30A, 40, 40A to 40C, inclusive, 40R, 41, 43D, section 21 of chapter 81, chapter 91, chapter 131, chapter 131A, chapter 143, sections 4 and 5 of chapter 249, or chapter 258, of the General Laws or chapter 665 of the acts of 1956, or any local by-law or ordinance.

?Development?, division of a parcel of land into 2 or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlargement of a building or other structure or facility, or any grading, soil removal or relocation, excavation or landfill or any use or change in the use of any building or other structure or land or extension of the use of land.

?Tolling period?, the period beginning August 15, 2008, and continuing through August 15, 2010.

(b) (1) Notwithstanding any general or special law to the contrary, an approval in effect or existence during the tolling period shall be extended for a period of 2 years, in addition to the lawful term of the approval.

(2) Nothing in this section shall be deemed to extend or purport to extend:

(i) a permit or approval issued by the government of the United States or an agency or instrumentality of the government of the United States or to a permit or approval, of which the duration of effect or the date or terms of its expiration are specified or determined by or under law or regulation of the federal government or any of its agencies or instrumentalities;

(ii) a comprehensive permit issued by a board of appeals under sections 20 to 23, inclusive, of chapter

40B of the General Laws; or;

(iii) a permit, license, privilege or approval issued by the division of fisheries and wildlife under chapter 131 for hunting, fishing or aquaculture.

(3) Nothing in this section shall affect the ability of a municipal, regional or state governmental entity, including an agency, department, commission or other instrumentality of a municipal, regional or state governmental entity to revoke or modify a specific permit or approval or extension of a specific permit or approval under this section, when that specific permit or approval or the law or regulation under which the permit or approval was issued contains language authorizing the modification or revocation of the permit or approval.

(4) In the event that an approval tolled under this section is based upon the connection to a sanitary sewer system, the approval's extension shall be contingent upon the availability of sufficient capacity, on the part of the treatment facility, to accommodate the development whose approval has been extended. If sufficient capacity is not available, those permit holders whose approvals have been extended shall have priority with regard to the further allocation of gallorage over those approval holders who have not received approval of a hookup prior to the effective date of this section. Priority regarding the distribution of further gallorage to a permit holder who has received the extension of an approval under this section shall be allocated in order of the granting of the original approval of the connection.

(5) In the case when an owner or petitioner sells or otherwise transfers a property or project, in order for an approval to receive an extension, all commitments made by the original owner or petitioner under the terms of the permit must be upheld by the new owner or petitioner. If the new owner or petitioner does not meet or abide by those commitments then the approval shall not be extended under this section.

(6) Nothing in this section shall be construed or implemented in such a way as to modify a requirement of law that is necessary to retain federal delegation to, or assumption by, the commonwealth of the authority to implement a federal law or program.

SECTION 174. Notwithstanding any general or special law to the contrary, for the days of August 14, 2010 and August 15, 2010, an excise shall not be imposed upon nonbusiness sales at retail of tangible personal property, as defined in section 1 of chapter 64H of the General Laws. For the purposes of this act, tangible personal property shall not include telecommunications, tobacco products subject to the excise imposed by chapter 64C of the General Laws, gas, steam, electricity, motor vehicles, motorboats, meals or a single item the price of which is in excess of \$2,500.

SECTION 175. Notwithstanding any general or special law to the contrary, for the days of August 14, 2010 and August 15, 2010, a vendor shall not add to the sales price or collect from a nonbusiness purchaser an excise upon sales at retail of tangible personal property, as defined in section 1 of chapter 64H of the General Laws. The commissioner of revenue shall not require a vendor to collect and pay excise upon sales at retail of tangible personal property purchased on August 14, 2010 and August 15, 2010. An excise erroneously or improperly collected during the days of August 14, 2010 and August 15, 2010, shall be remitted to the department of revenue. This section shall not apply to the sale of telecommunications, tobacco products subject to the excise imposed by chapter 64C of the General Laws, gas, steam, electricity, motor vehicles, motorboats, meals or a single item the price of which is in excess of \$2,500.

SECTION 176. Reporting requirements imposed upon vendors of tangible personal property, by law or by regulation, including, but not limited to, the requirements for filing returns required by chapter 62C of the General Laws, shall remain in effect for sales for the days of August 14, 2010, and August 15, 2010.

SECTION 177. On or before December 31, 2010, the commissioner of revenue shall certify to the comptroller the amount of sales tax forgone, as well as new revenue raised from personal and corporate income taxes and other sources, pursuant to this act. The commissioner shall file a report with the joint committee on revenue and the house and senate committees on ways and means detailing by fund the amounts under general and special laws governing the distribution of revenues under chapter 64H of the General Laws which would have been deposited in each fund, without this act.



FP-2A
(Rev. 04-2010)

The Commonwealth of Massachusetts
City/Town of Gloucester

Application For License

Massachusetts General Law, Chapter 148 §13

☒ New License ☐ Amended License

GIS Coordinates

LAT.

LONG.

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 54 Great Republic Drive Assessors Map/Parcel ID: 263 65
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: Bearcat Realty, L.L.C., Peter Spinney, Manager

Address of Land Owner: 22 Salt Marsh Lane, Gloucester, MA 01930

occupancy by: Anchor-Seal, Inc.

Use and Occupancy of Buildings and Structures: custom formulations of epoxy resins & polyurethanes

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

*Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 14;
Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.*

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, Cubic feet gal	CONTAINER UST, AST, IBC, drums drum
lacquer thinner, heptane	IB	20		
containing solvent naptha	IC	220	gal	drum
solvent naptha + 2,6-dimethyl-4-heptanone	II	700	gal	drum
liquid plastic N.O.S.	IIIA	300	gal	drum
liquid plastic N.O.S.	IIIB	29,000	gal	drum, IBC

Total quantity of all flammable liquids to be stored: 240 gal.

Total quantity of all combustible liquids to be stored: 30,000 gal.

Total quantity of all flammable gases to be stored: 0

Total quantity of all flammable solids to be stored: 0

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CITY CLERK
GLOUCESTER, MA

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers.
(See 527 CMR 6)

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: _____

List sizes and capacities of all aboveground containers used for storage: _____

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: _____

List sizes and capacities of all underground containers used for storage: _____

Total aggregate quantity of all LP-gas to be stored: _____

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 2)

- ❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 13)

- ❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, Peter E. Spinney, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature Peter E. Spinney Date 11/15/10 Name Peter E. Spinney, President
Anchor-Seal, Inc.

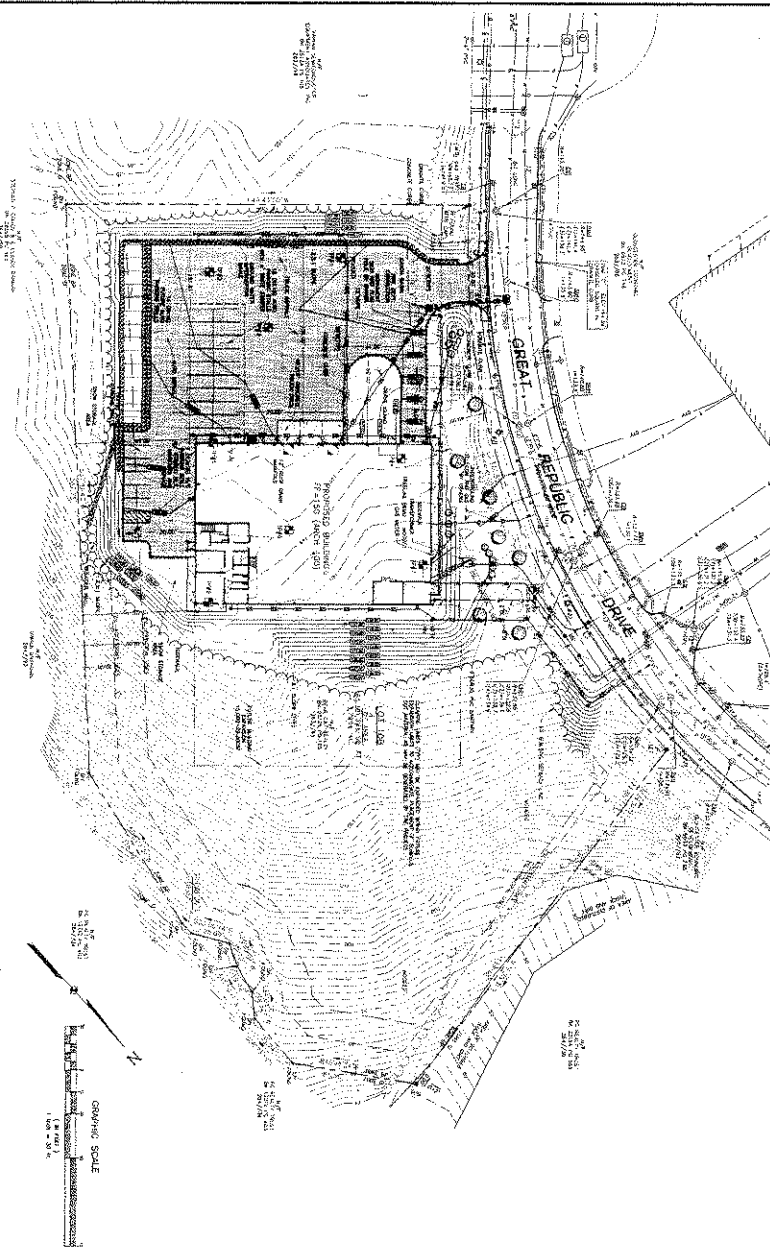
Fire Department Use Only

I, Stephen Aiello, Head of the Gloucester Fire Department endorse this application with my

☒ Approval ☐ Disapproval

Signature of Head of the Fire Department Stephen M. Aiello Deputy Chief Date 11/16/10

Recommendations: _____



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BLATMAN, BOBROWSKI & MEAD, LLC

ATTORNEYS AT LAW

9 Damonmill Square, Suite 4A4
Concord, MA 01742
Phone: 978-371-2226
Fax: 978-371-2296

ADAM J. COSTA
adam@bbmatlaw.com

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NEWBURYPORT OFFICE
44 Merrimac Street
Newburyport, MA 01950
Phone: 978-463-7700
Fax: 978-463-7747

Via Certified Mail, Return Receipt Requested

November 12, 2010

Bill Sanborn, Inspector of Buildings
Inspectional Services Department
City of Gloucester
3 Pond Road
Gloucester, Massachusetts 01930

Re: Extension of Special Permit under the Permit Extension Act of 2010
201, 205 and 233 Main Street (a.k.a. Main Street Plaza)

Dear President Hardy and Members of the Council:

Reference is made to the above-cited matter. In that connection and as you are aware, my firm represents 1907, LLC (the "Applicant"), the recipient of a Major Project Special Council Permit (the "Permit") for the Main Street Plaza property located at 201, 205 and 233 Main Street in Gloucester (the "Property"). The Permit was issued by the Council on March 20, 2007, and subsequently extended on April 7, 2009 and on April 27, 2010.

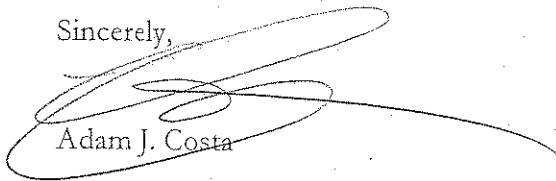
The latest of the aforesaid extensions was conditioned so as to expire on October 13, 2010, if the 1,500-square-foot building on the Property was not completed by said deadline. However, please be advised that the Permit Extension Act of 2010, adopted by the Legislature and signed into law on August 5, 2010 as Chapter 240 of the Acts of 2010 (the "Act"), has further extended expiration of the Permit to October 13, 2012. According to the Act, "an approval in effect or existence during the tolling period shall be extended for a period of 2 years, in addition to the lawful term of the approval."

For the purposes of the Act, an "approval" is "any permit, certificate, order. . . license, certification, determination, exemption, variance, waiver, building permit or other approval or determination of rights from any municipal, regional or state governmental entity," with few exceptions, none of which are relevant hereto. The "tolling period" runs from August 15, 2008 through August 15, 2010. Here, the Permit both qualifies as an "approval" and was in effect and existence during the aforesaid, two-year "tolling period."

As a consequence of the foregoing, further extension of the Permit is not required at the present time. I am notifying you of the same as a courtesy to the Council, and for clarity of the City's records pertaining to the Property.

Thank you. Should you have any questions or concerns, please do not hesitate to contact me at (978) 371-2163.

Sincerely,



Adam J. Costa

AJC/fhs

cc: L. Mead, Esq.

L. Lowe, City Clerk (via first-class mail only) ✓

S. Eagan, City Solicitor (via first-class mail only)

Client (via e-mail only)